SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)
[X] Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the fiscal year ended December 31, 1997

or

[ ] Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Commission file Number 0-2525

Huntington Bancshares Incorporated
(Exact name of registrant as specified in its charter)

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

Huntington Center, 41 S. High Street, Columbus, OH	43287
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (614) 480-8300

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act:

Common Stock - Without Par Value
(Title of class)

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 (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. [X] Yes [ ] No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

The aggregate market value of voting stock held by non-affiliates of the registrant as of December 31, 1997, was $6,030,289,368. As of January 31, 1998, 192,121,780 shares of common stock without par value were outstanding.

Documents Incorporated By Reference

Parts I and II of this Form 10-K incorporate by reference certain information from the registrant's 1997 Annual Report to Shareholders. Part III of this Form 10-K incorporates by reference certain information from the registrant's definitive Proxy Statement for the 1998 Annual Shareholders' Meeting.

Huntington Bancshares Incorporated

Part I

ITEM 1: BUSINESS

Huntington Bancshares Incorporated (Huntington), incorporated in Maryland in 1966, is a multi-state bank holding company headquartered in Columbus, Ohio. Its subsidiaries conduct a full-service commercial and consumer banking business, engage in mortgage banking, lease financing, trust services, discount brokerage services, underwriting credit life and disability insurance, selling other insurance products, and issuing commercial paper guaranteed by Huntington, and provide other financial products and services. At December 31, 1997, Huntington's subsidiaries had 188 banking offices in Ohio, 134 banking offices in Michigan, 50 banking offices in Florida, 44 banking offices in West Virginia, 24 banking offices in Indiana, 13 banking offices in Kentucky, and foreign offices in the Cayman Islands and Hong Kong. The Huntington Mortgage Company (a wholly-owned subsidiary) has loan origination offices throughout the Midwest and East Coast. Foreign banking activities, in total or with any individual country, are not significant to the operations of Huntington. At December 31, 1997, Huntington and its subsidiaries had 9,485 full-time equivalent employees.

Competition in the form of price and service from other banks and financial companies such as savings and loans, credit unions, finance companies, and brokerage firms is intense in most of the markets served by Huntington and its subsidiaries. Mergers between and the expansion of financial institutions both within and outside Ohio have provided significant competitive pressure in major markets. Since September 1995, when federal interstate banking legislation became effective that made it permissible for bank holding companies in any state to acquire banks in any other state, actual or potential competition in each of Huntington's markets has been intensified. The same federal legislation permits further competition through interstate branching, subject to certain limitations by individual states.

On February 28, 1997, Huntington acquired Citi-Bancshares, Inc. (Citi-Bancshares), a $548 million one-bank holding company headquartered in Leesburg, Florida for $47.7 million in cash and 2.9 million shares of Huntington common stock. On October 31, 1997, Huntington acquired The Bank of Winter Park (Winter Park), a $90 million bank headquartered in Winter Park, Florida, for approximately 364,000 shares of Huntington common stock. These transactions were accounted for as purchases; accordingly, the results of Citi-Bancshares and Winter Park have been included in the consolidated financial statements from the date of acquisition.

Huntington completed its acquisition of First Michigan Bank Corporation (First Michigan), a $3.6 billion bank holding company headquartered in Holland, Michigan, on September 30, 1997, in a transaction accounted for as a pooling of interests. Huntington issued approximately 32.2 million shares of common stock to the shareholders of First Michigan based upon an exchange ratio of 1.155 shares of Huntington common stock for each outstanding share of First Michigan common stock. All financial information reported by Huntington, except dividends per share, has been restated for the First Michigan acquisition.

In December 1997, Huntington announced the acquisition of sixty banking offices in Florida to be sold by NationsBank Corporation in connection with the merger of NationsBank Corporation and Barnett Banks Inc. The branch acquisition is expected to add $1.6 billion in loans and $2.6 billion in deposits. The deposit premium, which is subject to final determination based on the deposit levels at the closing of the transaction, is expected to be $523 million. Huntington intends to raise $300 million of common equity and will sell an additional $250 million of trust preferred (capital) securities in connection with the transaction. The new capital amounts are estimates only and could change based on Huntington's asset growth, the ultimate deposit premium paid, and other developments over the next few months. The acquisition is expected to close in the second quarter of 1998.

REGULATORY MATTERS

GENERAL

As a registered bank holding company, Huntington is subject to the supervision of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board") and is required to file with the Federal Reserve Board reports and other information regarding its business operations and the business operations of its subsidiaries. It is also subject to examination by the Federal Reserve Board and is required to obtain Federal Reserve Board approval prior to acquiring, directly or indirectly, ownership or control of voting shares of any bank, if, after such acquisition, it would own or control more than 5% of the voting stock of such bank. In addition, pursuant to federal law and regulations promulgated by the Federal Reserve Board, Huntington may only engage in, or own or control companies that engage in, activities deemed by the Federal Reserve Board to be so closely related to banking as to be a proper incident thereto. Under legislation effective September 30, 1996, Huntington may, in most cases, commence permissible new non-banking business activities de novo with only subsequent notice to the Federal Reserve Board and may acquire smaller companies that engage in permissible non-banking activities under an expedited procedure requiring only 12 business days notice to the Federal Reserve Board.

Huntington's two bank subsidiaries have deposits insured by the Bank Insurance Fund ("BIF") of the Federal Deposit Insurance Corporation ("FDIC").

Its national bank subsidiary is subject to supervision, examination, and regulation by the Office of the Comptroller of the Currency ("OCC"), and its state bank subsidiary is subject to such oversight by the state banking authorities of Ohio and the Federal Reserve Board. Certain deposits of Huntington's national bank subsidiary were acquired from savings associations and are insured by the Savings Association Insurance Fund ("SAIF") of the FDIC. Huntington's nonbank subsidiaries are also subject to supervision, examination, and regulation by the Federal Reserve Board and examination by applicable federal and state banking agencies. In addition to the impact of federal and state supervision and regulation, the bank and nonbank subsidiaries of Huntington are affected significantly by the actions of the Federal Reserve Board as it attempts to control the money supply and credit availability in order to influence the economy.

To the extent that the following information describes statutory or regulatory provisions, it is qualified in its entirety by reference to such statutory or regulatory provisions.

HOLDING COMPANY STRUCTURE

Huntington's depository institution subsidiaries are subject to affiliate transaction restrictions under federal law which limit the transfer of funds by the subsidiary banks to the parent and any nonbank subsidiaries of the parent, whether in the form of loans, extensions of credit, investments, or asset purchases. Such transfers by a subsidiary bank to its parent corporation or to any individual nonbank subsidiary of the parent are limited in amount to 10% of the subsidiary bank's capital and surplus and, with respect to such parent together with all such nonbank subsidiaries of the parent, to an aggregate of 20% of the subsidiary bank's capital and surplus. Furthermore, such loans and extensions of credit are required to be secured in specified amounts. In addition, all affiliate transactions must be conducted on terms and under circumstances that are substantially the same as such transactions with unaffiliated entities. Under applicable regulations, at December 31, 1997, approximately $172.5 million was available for loans to Huntington from its subsidiary banks.

The Federal Reserve Board has a policy to the effect that a bank holding company is expected to act as a source of financial and managerial strength to each of its subsidiary banks and to commit resources to support each such subsidiary bank. Under the source of strength doctrine, the Federal Reserve Board may require a bank holding company to make capital injections into a troubled subsidiary bank, and may charge the bank holding company with engaging in unsafe and unsound practices for failure to commit resources to such a subsidiary bank. This capital injection may be required at times when Huntington may not have the resources to provide it. Any loans by a holding company to its subsidiary banks are subordinate in right of payment to deposits and to certain other indebtedness of such subsidiary bank. Moreover, in the event of a bank holding company's bankruptcy, any commitment by such holding company to a federal bank regulatory agency to maintain the capital of a subsidiary bank will be assumed by the bankruptcy trustee and entitled to a priority of payment.

Comprehensive financial institutions legislation known as the Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA") established, among other things, a principle of liability on the part of depository institutions insured by the FDIC for any losses incurred by, or reasonably expected to be incurred by, the FDIC in connection with (i) the default of a commonly controlled FDIC-insured depository institution, or (ii) any assistance provided by the FDIC to a commonly controlled FDIC-insured depository institution in danger of default. "Default" is defined generally as the appointment of a conservator or receiver and "in danger of default" is defined generally as the existence of certain conditions indicating that a "default" is likely to occur in the absence of regulatory assistance. Accordingly, in the event that either insured bank subsidiary of Huntington causes a loss to the FDIC, the other bank subsidiary of Huntington could be required to compensate the FDIC by reimbursing to it the amount of such loss.

Federal law permits the OCC to order the pro rata assessment of shareholders of a national bank whose capital stock has become impaired, by losses or otherwise, to relieve a deficiency in such national bank's capital stock. This statute also provides for the enforcement of any such pro rata assessment of shareholders of such national bank to cover such impairment of capital stock by sale, to the extent necessary, of the capital stock of any assessed shareholder failing to pay the assessment. Similarly, Ohio banking law provides for pro rata assessment of shares to restore an Ohio bank's paid-in capital. Huntington, as the sole shareholder of its subsidiary banks, is subject to such provisions. Moreover, the claims of a receiver of an insured depository institution for administrative expenses and the claims of holders of deposit liabilities of such an institution are accorded priority over the claims of general unsecured creditors of such an institution, including the holders of the institution's note obligations, in the event of a liquidation or other resolution of such institution. As a result of such legislation, claims of a receiver for administrative expenses and claims of holders of deposit liabilities of Huntington's depository subsidiaries (including the FDIC, as the subrogee of such holders) would receive priority over the holders of notes and other senior debt of such subsidiaries in the event of a liquidation or other resolution and over the interests of Huntington as sole shareholder of its subsidiaries.

DIVIDEND RESTRICTIONS

Dividends from subsidiary banks are a significant source of funds for payment of dividends to Huntington's shareholders. In the year ended December 31, 1997, Huntington declared cash dividends to its shareholders of approximately $128.0 million. There are, however, statutory limits on the amount of dividends that Huntington's depository institution subsidiaries can pay to Huntington without regulatory approval.

Huntington's subsidiary banks may not, without prior regulatory approval, pay a dividend in an amount greater than such banks' undivided profits. In addition, the prior approval of the OCC is required for the payment of a dividend by a national bank if the total of all dividends declared by the bank in a calendar year would exceed the total of its net income for the year combined with its retained net income for the two preceding years. Under these provisions and in accordance with the above-described formula, Huntington's subsidiary banks could, without regulatory approval, declare dividends to Huntington in 1998 of approximately $48.8 million plus an additional amount equal to their net profits during 1998.

If, in the opinion of the applicable regulatory authority, a bank under its jurisdiction is engaged in or is about to engage in an unsafe or unsound practice (which, depending on the financial condition of the bank, could include the payment of dividends), such authority may require, after notice and hearing, that such bank cease and desist from such practice. The Federal Reserve Board and the OCC have issued policy statements which provide that insured banks and bank holding companies should generally only pay dividends out of current operating earnings.

FDIC INSURANCE

Under current FDIC practices, neither of Huntington's banks will be required to pay deposit insurance premiums during 1998. However, both of Huntington's banks will be required to make payments for the servicing of obligations of the Financing Corporation ("FICO") issued in connection with the resolution of savings and loan associations, so long as such obligations remain outstanding.

CAPITAL REQUIREMENTS

The Federal Reserve Board has issued risk-based capital ratio and leverage ratio guidelines for bank holding companies such as Huntington. The risk-based capital ratio guidelines establish a systematic analytical framework that makes regulatory capital requirements more sensitive to differences in risk profiles among banking organizations, takes off-balance sheet exposures into explicit account in assessing capital adequacy, and minimizes disincentives to holding liquid, low-risk assets. Under the guidelines and related policies, bank holding companies must maintain capital sufficient to meet both a risk-based asset ratio test and a leverage ratio test on a consolidated basis. The risk-based ratio is determined by allocating assets and specified off-balance sheet commitments into four weighted categories, with higher weighting being assigned to categories perceived as representing greater risk. A bank holding company's capital (as described below) is then divided by total risk weighted assets to yield the risk-based ratio. The leverage ratio is determined by relating core capital (as described below) to total assets adjusted as specified in the guidelines. Both of Huntington's subsidiary banks are subject to substantially similar capital requirements adopted by applicable regulatory agencies.

Generally, under the applicable guidelines, a financial institution's capital is divided into two tiers. "Tier 1", or core capital, includes common equity, noncumulative perpetual preferred stock (excluding auction rate issues), and minority interests in equity accounts of consolidated subsidiaries, less goodwill and, with certain limited exceptions, all other intangible assets. Bank holding companies, however, may include cumulative preferred stock in their Tier 1 capital, up to a limit of 25% of such Tier 1 capital. "Tier 2", or supplementary capital, includes, among other things, cumulative and limited-life preferred stock, hybrid capital instruments, mandatory convertible securities, qualifying subordinated debt, and the allowance for loan and lease losses, subject to certain limitations. "Total capital" is the sum of Tier 1 and Tier 2 capital.

The Federal Reserve Board and the other federal banking regulators require that all intangible assets, with certain limited exceptions, be deducted from Tier 1 capital. Under the Federal Reserve Board's rules, the only types of intangible assets that may be included in (i.e., not deducted from) a bank holding company's capital are originated or purchased mortgage servicing rights ("MSRs"), and purchased credit card relationships ("PCCRs"), provided that, in the aggregate, the total amount of MSRs and PCCRs included in capital does not exceed 50% of Tier 1 capital. PCCRs are subject to a separate sublimit of 25% of Tier 1 capital. The amount of MSRs and PCCRs that a bank holding company may include in its capital is limited to the lesser of (i) 90% of such assets' fair market value (as determined under the guidelines), or (ii) 100% of such assets' book value, each determined quarterly. Identifiable intangible assets (i.e., intangible assets other than goodwill) other than MSRs and PCCRs, including core deposit intangibles, acquired on or before February 19, 1992 (the date the Federal Reserve Board issued its original proposal for public comment), generally will not be deducted from capital for supervisory purposes, although they will continue to be deducted for purposes of evaluating applications filed by bank holding companies. In August 1997, the federal regulatory agencies proposed, in light of the issuance of Financial Accounting Standard No. 125 ("FAS 125") by the Financial Accounting Standards Board, that the limit on inclusion in capital of mortgage servicing assets ("MSAs", currently designated MSRs), when combined with PCCRs, be raised from 50 percent to 100 percent of Tier 1 capital, and that all nonmortgage servicing assets and other intangible assets (other than PCCRs) be deducted from Tier 1 capital. The 90 percent limit on includable MSRs and PCCRs, and the 25 percent of Tier 1 capital sublimit on PCCRs, would remain in place. The federal regulatory agencies have indicated that the proposed changes are expected to become final in the first part of 1998.

Under the risk-based guidelines, financial institutions are required to maintain a risk-based ratio (total capital to risk-weighted assets) of 8%, of which 4% must be Tier 1 capital. The appropriate regulatory authority may set higher capital requirements when an institution's circumstances warrant.

Under the leverage guidelines, financial institutions are required to maintain a leverage ratio (Tier 1 capital to adjusted total assets, as specified in the guidelines) of at least 3%. The 3% minimum ratio is applicable only to financial institutions that meet certain specified criteria, including excellent asset quality, high liquidity, low interest rate exposure, and the highest regulatory rating. Financial institutions not meeting these criteria are required to maintain a leverage ratio which exceeds 3% by a cushion of at least 100 to 200 basis points.

The guidelines also provide that financial institutions experiencing internal growth or making acquisitions will be expected to maintain strong capital positions substantially above the minimum supervisory level. Furthermore, the Federal Reserve Board's guidelines indicate that the Federal Reserve Board will continue to consider a "tangible Tier 1 leverage ratio" in evaluating proposals for expansion or new activities. The tangible Tier 1 leverage ratio is the ratio of an institution's Tier 1 capital, less all intangibles, to total assets, less all intangibles.

Failure to meet applicable capital guidelines could subject the financial institution to a variety of enforcement remedies available to the federal regulatory authorities, including limitations on the ability to pay dividends, the issuance by the regulatory authority of a capital directive to increase capital, and the termination of deposit insurance by the FDIC, as well as to the measures described below under "Federal Deposit Insurance Corporation Improvement Act of 1991" as applicable to undercapitalized institutions.

As of December 31, 1997, the Tier 1 risk-based capital ratio, total risk-based capital ratio, and Tier I leverage ratio for Huntington were as follows:

<TABLE>
<CAPTION>

	Requirement	Huntington
<S>	<C>	<C>
Tier 1 Risk-Based Capital Ratio	4.00%	8.83%
Total Risk-Based Capital Ratio	8.00%	11.68%
Tier I Leverage Ratio	3.00%	7.77%

</TABLE>

As of December 31, 1997, both of Huntington's bank subsidiaries had capital in excess of the minimum requirements.

The risk-based capital standards of the Federal Reserve Board, the OCC, and the FDIC specify that evaluations by the banking agencies of a bank's capital adequacy will include an assessment of the exposure to declines in the economic value of the bank's capital due to changes in interest rates. These banking agencies issued a joint policy statement on interest rate risk describing prudent methods for monitoring such risk that rely principally on internal measures of exposure and active oversight of risk management activities by senior management.

FEDERAL DEPOSIT INSURANCE CORPORATION IMPROVEMENT ACT OF 1991

The Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") substantially revised the bank regulatory and funding provisions of the Federal Deposit Insurance Act and made revisions to several other federal banking statutes. Among other things, FDICIA requires federal banking regulatory authorities to take "prompt corrective action" with respect to depository institutions that do not meet minimum capital requirements. For these purposes, FDICIA establishes five capital tiers: well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized, and critically undercapitalized.

The federal banking regulatory agencies have adopted regulations to implement the prompt corrective action provisions of FDICIA. Among other things, the regulations define the relevant capital measures for the five capital categories. An institution is deemed to be "well capitalized" if it has a total risk-based capital ratio of 10% or greater, a Tier 1 risk-based capital ratio of 6% or greater, and a Tier I leverage ratio of 5% or greater and is not subject to a regulatory order, agreement, or directive to meet and maintain a specific capital level for any capital measure. An institution is deemed to be "adequately capitalized" if it has a total risk-based capital ratio of 8% or greater, a Tier 1 risk-based capital ratio of 4% or greater, and, generally, a Tier I leverage ratio of 4% or greater and the institution does not meet the definition of a "well capitalized" institution. An institution that does not meet one or more of the "adequately capitalized" tests is deemed to be "undercapitalized". If the institution has a total risk-based capital ratio that is less than 6%, a Tier 1 risk-based capital ratio that is less than 3%, or a Tier I leverage ratio that is less than 3%, it is deemed to be "significantly undercapitalized". Finally, an institution is deemed to be "critically undercapitalized" if it has a ratio of tangible equity (as defined in the regulations) to total assets that is equal to or less than 2%.

FDICIA generally prohibits a depository institution from making any capital distribution (including payment of a cash dividend) or paying any management fee to its holding company if the depository institution would thereafter be undercapitalized. Undercapitalized institutions are subject to growth limitations and are required to submit a capital restoration plan. If any depository institution subsidiary of a holding company is required to submit a capital restoration plan, the holding company would be required to provide a limited guarantee regarding compliance with the plan as a condition of approval of such plan by the appropriate federal banking agency. If an undercapitalized institution fails to submit an acceptable plan, it is treated as if it is significantly undercapitalized. Significantly undercapitalized institutions may be subject to a number of requirements and restrictions, including orders to sell sufficient voting stock to become adequately capitalized, requirements to reduce total assets, and cessation of receipt of deposits from correspondent banks. Critically undercapitalized institutions may not, beginning 60 days after becoming critically undercapitalized, make any payment of principal or interest on their subordinated debt. In addition, critically undercapitalized institutions are subject to appointment of a receiver or conservator within 90 days of becoming critically undercapitalized.

Under FDICIA, a depository institution that is not well capitalized is generally prohibited from accepting brokered deposits and offering interest rates on deposits higher than the prevailing rate in its market. Huntington expects that the FDIC's brokered deposit rule will not adversely affect the ability of its depository institution subsidiaries to accept brokered deposits. Under the regulatory definition of brokered deposits, Huntington's depository subsidiaries had $485 million of brokered deposits at December 31, 1997.

FDICIA, as amended, directs that each federal banking regulatory agency prescribe standards, by regulation or guideline, for depository institutions relating to internal controls, information systems, internal audit systems, loan documentation, credit underwriting, interest rate exposure, asset growth, compensation, asset quality, earnings, and stock valuation. The Federal Reserve Board has adopted a regulation in the form of guidelines covering most of these items, and the other federal banking regulatory agencies are expected to adopt identical regulations. Huntington believes that the regulation and guidelines will not have a material effect on the operations of its depository institution subsidiaries.

INTERSTATE BRANCHING AND CONSOLIDATIONS

The Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994 ("Riegle-Neal") provides for nationwide interstate banking and branching. Under the law, interstate acquisitions of banks or bank holding companies in any state by bank holding companies in any other state became permissible as of September 29, 1995, and interstate branching and consolidations of existing bank subsidiaries in different states became permissible as of June 1, 1997. Huntington availed itself of the interstate branching and consolidation authority by merging all of its other bank subsidiaries, except The Huntington State Bank, its state bank subsidiary in Ohio, into its lead national bank subsidiary, The Huntington National Bank, headquartered in Columbus, Ohio, on June 30, 1997. Future bank acquisitions, if any, in states where Huntington formerly had a separate bank subsidiary, will not require compliance with Riegle-Neal entry provisions.

OTHER DEVELOPMENTS

The Riegle Community Development and Regulatory Improvement Act of 1994 made several changes in existing law affecting bank holding companies, including a reduction in the minimum post-approval antitrust review waiting period for depository institution mergers and acquisitions, and the substitution of a notice for an application when a bank holding company proposes to engage in, or acquire a company to engage in, nonbank activities.

The Economic Growth and Regulatory Paperwork Reduction Act of 1996 provided, in addition to arrangements for the recapitalization of the SAIF, regulatory relief for bank holding companies in several significant areas. Bank holding companies that also owned savings associations and were therefore subject to regulation by the Office of Thrift Supervision ("OTS") as savings and loan holding companies were relieved of such duplicate regulation, and neither future acquisitions of savings associations by bank holding companies nor mergers of savings associations into banks will any longer require application to and approval by OTS. Acquisitions by well-capitalized and well-managed bank holding companies of companies engaging in permissible nonbanking activities (other than savings associations) may now be made with only 12 days prior notice to the Federal Reserve Board, and de novo engagement in such

activities by such bank holding companies may be commenced without prior notice to the Federal Reserve Board. The same legislation gave regulatory relief to banks in regard to corporate governance, branching, disclosure, and other operational areas.

GUIDE 3 INFORMATION

Information required by Industry Guide 3 relating to statistical disclosure by bank holding companies is set forth in Huntington's 1997 Annual Report to Shareholders, and is incorporated herein by reference:

<TABLE>
<CAPTION>

	Table	Page
<S>	<C>	<C>
Distribution of Assets, Liabilities and Shareholders' Equity; Interest Rates and Interest Differential:		
Average Balance Sheet	N/A	26, 27
Net Interest Earnings Analysis	N/A	26, 27
Change in Net Interest Income Due to Changes in Average Volume and Interest Rates	2	15
Investment Securities:		
Book Value of Investments	7	20
Maturity Distribution and Yields	7	20
Securities Available for Sale:		
Book Value of Investments	8	21
Maturity Distribution and Yields	8	21
Loan Portfolio:		
Types of Loans	3	16
Maturities and Sensitivities to Changes in Interest Rates	4	16
Non-accrual, Past Due and Renegotiated Loans	12	23, 35
Potential Problem Loans		22
Loan Concentrations	3	16
Summary of Loan Loss Experience:		
Allowance for Loan Losses	5	18, 19
Allocation of Allowance for Loan Losses	6	19
Deposits:		
Average Balances	N/A	26, 27
Large CD Maturities	10	23
Return on Equity and Assets	1	14

Short-Term Borrowings	11	23

</TABLE>

ITEM 2: PROPERTIES

The headquarters of Huntington and its lead subsidiary, The Huntington National Bank, are located in the Huntington Center, a thirty-seven story office building located in Columbus, Ohio. Of the building's total office space available, Huntington occupies approximately 39 percent. The original lease term is 25 years, expiring in 2009, with renewal options for up to 50 years with no purchase option. The Huntington National Bank has an equity interest in the entity that owns the building. In addition to these headquarters, Huntington's other major properties consist of a thirteen-story and a twelve-story office building, both of which are located adjacent to the Huntington Center; a twenty-one story office building, known as the Huntington Building, located in Cleveland, Ohio; an eighteen-story office building in Charleston, West Virginia; a three-story office building located in Holland, Michigan; an office building in Lakeland, Florida; The Huntington Mortgage Company's building, located in the greater Columbus area; an office complex located in Troy, Michigan; and two data processing and operations centers located in Ohio. Of these properties, Huntington owns the thirteen-story and twelve-story office buildings, the building in Lakeland, Florida, The Huntington Mortgage Company building, the building in Troy, Michigan, and the operations centers located in Cleveland and Columbus. All of the other major properties are held under long-term leases.

ITEM 3: LEGAL PROCEEDINGS

Information required by this item is set forth in Note 13 of Notes to Consolidated Financial Statements on page 41 of the 1997 Annual Report to Shareholders, and is incorporated herein by reference.

ITEM 4: SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

Not Applicable.

Part II

ITEM 5: MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED SHAREHOLDER MATTERS

The common stock of Huntington Bancshares Incorporated is traded on the NASDAQ National Market System under the symbol "HBAN". The stock is listed as "HuntgBcshr" or "HuntBanc" in most newspapers. As of January 31, 1998, Huntington had 34,987 shareholders of record.

Information regarding the high and low sale prices of Huntington Common Stock and cash dividends declared on such shares, as required by this item, is set forth in a table entitled "Market Prices, Key Ratios and Statistics, Non Performing Assets (Quarterly Data)" on page 28 of the 1997 Annual Report to Shareholders, and is incorporated herein by reference. Information regarding restrictions on dividends, as required by this item, is set forth under "Item 1: Business-Regulatory Matters-Dividend Restrictions" above and in Notes 10 and 22 of Notes to Consolidated Financial Statements on pages 39 and 46, respectively, of the 1997 Annual Report to Shareholders, and is incorporated herein by reference.

ITEM 6: SELECTED FINANCIAL DATA

Information required by this item is set forth in Table 1 on page 14 of Huntington's 1997 Annual Report to Shareholders, and is incorporated herein by reference.

ITEM 7: MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Information required by this item is set forth on pages 14 - 24 of Huntington's 1997 Annual Report to Shareholders, and is incorporated herein by reference.

ITEM 7A: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Information required by this item is set forth on pages 20 through 22 of Huntington's 1997 Annual Report of Shareholders, and is incorporated herein by reference.

ITEM 8: FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Information required by this item is set forth on page 30 (report of independent auditors) and pages 31 through 48 (consolidated financial statements) of Huntington's 1997 Annual Report to Shareholders, and is incorporated herein by reference.

ITEM 9: CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

Part III

ITEM 10: DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

Information required by this item is set forth under the captions "Class I Directors," "Class II Directors," and "Class III Directors" on pages 3 through 5, under the caption "Executive Officers of the Corporation" on pages 26 and 27, and under the caption "Section 16(a) Beneficial Ownership Reporting Compliance" on page 31, of Huntington's 1998 Proxy Statement, and is incorporated herein by reference.

ITEM 11: EXECUTIVE COMPENSATION

Information required by this item is set forth under the caption "Executive Compensation" on pages 10 through 25, and under the caption "Compensation of Directors" on pages 6 and 7, of Huntington's 1998 Proxy Statement, and is incorporated herein by reference.

ITEM 12: SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

Information required by this item is set forth under the caption "Ownership of Voting Stock" on pages 7 through 9, of Huntington's 1998 Proxy Statement, and is incorporated herein by reference.

ITEM 13: CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Information required by this item is set forth under the caption "Transactions With Directors and Executive Officers" on pages 9 and 10, and under the caption "Compensation Committee Interlocks and Insider Participation" on pages 19 and 20 of Huntington's 1998 Proxy Statement, and is incorporated herein by reference.

Part IV

ITEM 14: EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8- K

(a) The following documents are filed as part of this report:

(1) The report of independent auditors and consolidated financial statements appearing in Huntington's 1997 Annual Report to Shareholders on the pages indicated below are incorporated by reference in Item 8:

<TABLE>
<CAPTION>

<S>	Annual Report Page <C>
Report of Independent Auditors	30
Consolidated Balance Sheets as of December 31, 1997 and 1996	31
Consolidated Statements of Income for the years ended December 31, 1997, 1996, and 1995	32
Consolidated Statements of Changes in Shareholders' Equity for the years ended December 31, 1997, 1996, and 1995	33
Consolidated Statements of Cash Flows for the years ended December 31, 1997, 1996, and 1995	34
Notes to Consolidated Financial Statements	35-48

</TABLE>

(2) Huntington is not filing separately financial statement schedules because of the absence of conditions under which they are required or because the required information is included in the consolidated financial statements or the notes thereto.

(3) The exhibits required by this item are listed in the Exhibit Index on pages 13 through 15 of this Form 10-K. The management contracts and compensation plans or arrangements required to be filed as exhibits to this Form 10-K are listed as Exhibits 10(a) through 10(s) in the Exhibit Index.

(b) During the quarter ended December 31, 1997, Huntington filed two Current Reports on Form 8-K. The first Report, dated September 30, 1997, was filed under Items 2, 5, and 7, and concerned Huntington's results of operations for the quarter ended September 30, 1997, and the completion of Huntington's acquisition of First Michigan Bank Corporation. Also included in that report were certain required pro forma financial information. That report was amended by a Current Report on Form 8-K/A, also dated September 30, 1997, and filed under Items 5 and 7, for the purpose of including certain required historical financial information of First Michigan Bank Corporation.

The second Report, dated December 8, 1997, was filed under Item 5 and concerned Huntington's intention to purchase sixty banking offices and associated deposit and loan products from NationsBank Corporation as a result of the Barnett Banks Inc. merger into NationsBank Corporation.

(c) The exhibits to this Form 10-K begin on page 13.

(d) See Item 14(a)(2) above.

Signatures

Pursuant to the requirements of Section 13 or 15(d) 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, on the 18th day of February, 1998.

HUNTINGTON BANCSHARES INCORPORATED
(Registrant)

By: /s/Frank Wobst	By: /s/Gerald R. Williams
Frank Wobst Director, Chairman and Chief Executive Officer (Principal Executive Officer)	Gerald R. Williams Executive Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on the 18th day of February, 1998.

/s/Don M. Casto, III	/s/George A. Skestos
Don M. Casto, III Director	George A. Skestos Director
/s/Don Conrad	/s/Lewis R. Smoot, Sr.
Don Conrad Director	Lewis R. Smoot, Sr. Director
/s/Patricia T. Hayot	/s/Timothy P. Smucker

Patricia T. Hayot Director	Timothy P. Smucker Director
/s/Wm. J. Lhota - ------------------------------ Wm. J. Lhota Director	/s/Zuheir Sofia ------------------------------ Zuheir Sofia Director
/s/Robert H. Schottenstein - ------------------------------ Robert H. Schottenstein Director	------------------------------ William J. Williams Director

Exhibit Index
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2(a). Purchase and Assumption Agreement, dated December 8, 1997, between NationsBank Corporation and Huntington Bancshares Incorporated.

3(i)(a). Articles of Restatement of Charter, Articles of Amendment to Articles of Restatement of Charter, and Articles Supplementary -- previously filed as Exhibit 3(i) to Annual Report on Form 10-K for the year ended December 31, 1993, and incorporated herein by reference.

(i)(b). Articles of Amendment to Articles of Restatement of Charter -- previously filed as Exhibit 3(i)(b) to Quarterly Report on Form 10-Q for the quarterly period ended March 31, 1996, and incorporated herein by reference.

(ii). Bylaws.

4(a). Instruments defining the Rights of Security Holders -- reference is made to Articles V, VIII and X of Articles of Restatement of Charter, as amended and supplemented. Instruments defining the rights of holders of long-term debt will be furnished to the Securities and Exchange Commission upon request.

(b). Rights Plan, dated February 22, 1990, between Huntington Bancshares Incorporated and The Huntington Trust Company, National Association -- previously filed as Exhibit 1 to Registration Statement on Form 8-A, filed with the Securities and Exchange Commission on February 22, 1990, and incorporated herein by reference.

(c). Amendment No. 1 to the Rights Agreement, dated August 16, 1995, previously filed as Exhibit 4(b) to Form 8-K, dated August 16, 1995, and incorporated herein by reference.

10. Material contracts:

(a). Employment Agreement, dated April 25, 1996, between Huntington Bancshares Incorporated and Frank Wobst -- previously filed as Exhibit 10(a) to Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1996, and incorporated herein by reference.

(b). Employment Agreement, dated September 16, 1991, between Huntington Bancshares Incorporated and Zuheir Sofia -- previously filed as Exhibit 10(b) to Annual Report on Form 10-K for the year ended December 31, 1991, and incorporated herein by reference.

(c). Reserved.

(d). Executive Agreement, dated January 22, 1997, between Huntington Bancshares Incorporated and Frank Wobst -- previously filed as Exhibit 10(d) to Annual Report on Form 10-K for the year ended December 31, 1996, and incorporated herein by reference.

(e). Executive Agreement, dated January 22, 1997, between Huntington Bancshares Incorporated and Zuheir Sofia -- previously filed as Exhibit 10(e) to Annual Report on Form 10-K for the year ended December 31, 1996, and incorporated herein by reference.

(f). Reserved.

(g). Form of Executive Agreement for certain executive officers-- previously filed as Exhibit 10(g) to Annual Report on Form 10-K for the year ended December 31, 1996, and incorporated herein by reference.

(h). Schedule identifying material details of Executive Agreements, substantially similar to 10(g).

(i). Huntington Bancshares Incorporated Incentive Compensation Plan -- previously filed as Exhibit 10(i) to Quarterly Report on Form 10-Q for the quarterly period ended March 31, 1995, and incorporated herein by reference.

(j). Long-Term Incentive Compensation Plan, as amended and effective for performance cycles beginning on or after January 1, 1996 -- previously filed as Exhibit 10(j)(2) to Annual Report on Form 10-K for the year ended December 31, 1996, and incorporated herein by reference.

(k)(1). Supplemental Executive Retirement Plan -- previously filed as Exhibit 10(g) to Annual Report on Form 10-K for the year ended December 31, 1987, and incorporated herein by reference.

(k)(2). Third Amendment to Supplemental Executive Retirement Plan

(l). Deferred Compensation Plan and Trust for Directors -- reference is made to Exhibit 4(a) of Post-Effective Amendment No. 2 to Registration Statement on Form S-8, Registration No. 33-10546, filed with the Securities and Exchange Commission on January 28, 1991, and incorporated herein by reference.

(m)(1). 1983 Stock Option Plan -- reference is made to Exhibit 4A of Registration Statement on Form S-8, Registration No. 2-89672, filed with the Securities and Exchange Commission on February 27, 1984, and incorporated herein by reference.

(m)(2). 1983 Stock Option Plan -- Second Amendment -- previously filed as Exhibit 10(j)(2) to Annual Report on Form 10-K for the year ended December 31, 1987, and incorporated herein by reference.

(m)(3). 1983 Stock Option Plan -- Third Amendment -- previously filed as Exhibit 10(j)(3) to Annual Report on Form 10-K for the year ended December 31, 1987, and incorporated herein by reference.

(m)(4). 1983 Stock Option Plan -- Fourth Amendment -- previously filed as Exhibit (m)(4) to Annual Report on Form 10-K for the year ended December 31, 1993, and incorporated herein by reference.

(m)(5). 1983 Stock Option Plan -- Fifth Amendment -- previously filed as Exhibit (m)(5) to Annual Report on Form 10-K for the year ended December 31, 1996, and incorporated herein by reference.

(n)(1). 1990 Stock Option Plan -- reference is made to Exhibit 4(a) of Registration Statement on Form S-8, Registration No. 33-37373, filed with the Securities and Exchange Commission on October 18, 1990, and incorporated herein by reference.

(n)(2). First Amendment to Huntington Bancshares Incorporated 1990 Stock Option Plan -- previously filed as Exhibit 10(q)(2) to Annual Report on Form 10-K for the year ended December 31, 1991, and incorporated herein by reference.

(n)(3). Second Amendment to Huntington Bancshares Incorporated 1990 Stock Option Plan -- previously filed as Exhibit 10(n)(3) to Annual Report on Form 10-K for the year ended December 31, 1996, and incorporated herein by reference.

(n)(4). Amended and Restated 1994 Stock Option Plan -- previously filed as Exhibit 10(r) to Annual Report on Form 10-K for the year ended December 31, 1996, and incorporated herein by reference.

(o)(1). The Huntington Supplemental Stock Purchase and Tax Savings Plan and Trust (as amended and restated as of February 9, 1990) -- previously filed as Exhibit 4(a) to Registration Statement on Form S-8, Registration No. 33-44208, filed with the Securities and Exchange Commission on November 26, 1991, and incorporated herein by reference.

(o)(2). First Amendment to The Huntington Supplemental Stock Purchase and Tax Savings Plan and Trust.

(p). Deferred Compensation Plan and Trust for Huntington Bancshares Incorporated Directors -- reference is made to Exhibit 4(a) of Registration Statement on Form S-8, Registration No. 33-41774, filed with the Securities and Exchange Commission on July 19, 1991, and incorporated herein by reference.

(q). Huntington Bancshares Incorporated Retirement Plan For Outside Directors, previously filed as Exhibit 10(t) to Annual Report on Form 10-K for the year ended December 31, 1992, and incorporated herein by reference.

(r). Huntington Supplemental Retirement Income Plan -- previously filed as Exhibit 10(s) to Annual Report on Form 10-K for the year ended December 31, 1994, and incorporated herein by reference.

13. Portions of Huntington's 1997 Annual Report to Shareholders.

21. Subsidiaries of the Registrant.

23(a). Consent of Ernst & Young, LLP, Independent Auditors.
23(b). Consent of BDO Seidman, LLP, Independent Auditors.

27. Financial Data Schedule.

99. Accountant's Report, BDO Seidman, LLP.

Exhibit 2(a)

PURCHASE AND ASSUMPTION AGREEMENT

BETWEEN

NATIONSBANK CORPORATION

AND

HUNTINGTON BANCSHARES INCORPORATED

PURCHASE AND ASSUMPTION AGREEMENT

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PURCHASE AND ASSUMPTION AGREEMENT

THIS PURCHASE AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of December 8, 1997 by and between NationsBank Corporation, a bank holding company having its principal offices in Charlotte, North Carolina ("NationsBank"), and Huntington Bancshares Incorporated, a Maryland corporation, having its principal offices in Columbus, Ohio ("Huntington"):

W I T N E S S E T H:

WHEREAS, NationsBank has entered into an Agreement and Plan of Merger with Barnett Banks, Inc. ("Barnett") for the purpose of acquiring Barnett and its subsidiaries (the "Barnett Transaction"); and

WHEREAS, NationsBank, by its own actions and through the actions of certain of its banking and corporate subsidiaries (NationsBank and its subsidiaries being hereinafter referred to as "Sellers") wishes to divest itself of certain assets, deposits and other liabilities in order to meet regulatory requirements dictated by the Barnett Transaction; and

WHEREAS, Huntington, by its own actions and through the actions of certain of its banking and corporate subsidiaries (Huntington and its subsidiaries being hereinafter referred to as "Purchasers") wishes to purchase such assets and assume such liabilities upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, NationsBank and Huntington agree as follows:

ARTICLE I

THE ASSETS

Section 1.1. Banking Centers.

(a) Purchasers shall purchase from Sellers the assets of, and assume the liabilities assigned to branch banking offices specified by NationsBank in the following Florida counties: Brevard, Charlotte, Flagler, Hernando, Hillsborough, Lee, Manatee, Pasco, Pinellas, Sarasota and Volusia (collectively, the "Targeted Region") which in the aggregate have deposits of at least $2,500,000,000 (collectively, the "Banking Centers").

(b) NationsBank has preliminarily identified the specific Banking Centers that Purchasers shall purchase from Sellers; a list of those Banking Centers is attached hereto as EXHIBIT 1.1(b).

Section 1.2. Substitutions and Additional Banking Centers.

(a) If, in connection with its regulatory applications for approval of the Barnett Transaction, NationsBank finds it necessary to revise the number and location of Targeted Region Banking Centers it deems necessary to sell in order to obtain such regulatory approval (a "Determination"), Purchasers will purchase the assets of, and assume the liabilities assigned to, those additional or substitute Banking Centers, keeping as a guiding principle the necessity for NationsBank to obtain regulatory approval for the Barnett Transaction. Such Determination shall be made after consultation with Purchasers and shall be reasonably satisfactory to Purchasers.

(b) Once it has made a Determination, NationsBank will notify Purchasers of the additional or substitute Banking Centers that Purchasers will be required to purchase under this Agreement, specifying the location for each Banking Center added or substituted. The delivery of such notice will be deemed to automatically amend this Agreement and EXHIBIT 1.1(b) to include the additional or substitute Banking Centers, with corresponding adjustments in the calculation of the Purchase Price under Section 2.2. Any references in this Agreement to Banking Centers, the assets transferred, Excluded Assets, Loans and Deposit Liabilities shall reflect all additions and substitutions made under this Section 1.2 and Sections 2.10, 7.8 and 7.10.

ARTICLE II

TRANSFER OF ASSETS AND LIABILITIES

Section 2.1. Transferred Assets.

(a) As of the Effective Time (as defined in Section 3.1 below) and upon the terms and conditions set forth herein, Sellers will sell, assign, transfer, convey and deliver to Purchasers, and Purchasers will purchase from Sellers, the following assets at the Banking Centers except as otherwise excluded from sale pursuant to the provisions of Subsection 2.1 (b) below (the "Transferred Assets"):

(1) subject to Section 2.10 hereof, all of Sellers' transferable right, title and interest in and to all real estate and improvements thereon at the Banking Centers, but not including any leasehold estates covered by sub-section (3) below, together with all rights and appurtenances pertaining thereto (the "Real Property");

(2) the furniture, fixtures, leasehold improvements, equipment and other tangible personal property located on or affixed to the Real Property or located at leased Banking Center locations, including any of such items on order at the Closing or subject to the terms of any Equipment Leases (the "Personal Property");

(3) all assignable leases affecting the Banking Centers, including all leases of real property and space in real property where Sellers are the lessee (the "Real Property Leases"), any leases of real property and space in real property where Sellers are a lessor (the

"Tenant Leases") and all leases for equipment (the "Equipment Leases"), and those assignable, stand-alone software licenses and leases acceptable to Purchasers (the "Software Licenses");

(4) all safe deposit contracts and leases for the safe deposit boxes located at the Banking Centers as of the Effective Time (the "Safe Deposit Contracts");

(5) all Loans transferred pursuant to Section 2.4; and

(6) all coins and currency located at the Banking Centers as of the Effective Time (the "Coins and Currency").

(b) Excluded from the assets, properties and rights being transferred, conveyed and assigned to Purchasers under this Agreement are (1) the proprietary merchandising equipment and other assets listed on EXHIBIT 2.1(b) hereto, (2) Sellers' rights in and to the names "NationsBank" and "Barnett" and any of their predecessor banks' names and any of Sellers' or Sellers' predecessors' corporate logos, trademarks, trade names, signs, paper stock, forms and other supplies containing any such logos, trademarks or trade names, (3) residential mortgage servicing rights for 1-4 family residential mortgages loans at the Banking Centers, (4) any regulatory licenses or any other nonassignable licenses and permits, (5) trust, brokerage, mutual fund and similar relationships and (6) proprietary NationsBank or Barnett software (the "Excluded Assets"). Sellers shall coordinate with Purchasers to remove the Excluded Assets from the Banking Centers on or prior to the Effective Time. Sellers shall remove the Excluded Assets at their own cost and using their reasonable efforts to attempt to minimize any damage as a result of such removal. Apart from making any repairs necessitated by Sellers' negligence in removing the Excluded Assets, Sellers shall be under no obligation to restore the premises to their original condition, which shall be the responsibility of Purchasers.

(c) Except for data provided pursuant to Sections 2.3, 2.4, 2.5 and 2.6, all RMMS (as defined below) data and information and any copies or extracts thereof or other data or analyses delivered therefrom, and all internal reports and data relating to, containing or derived from the operating results of Barnett and its affiliates or any subsidiary or division or line of business thereof, whether contained in books, records or other paper format, accessed through the computer and data processing systems of Barnett and its affiliates, or otherwise in the possession of Barnett or Sellers, shall remain solely the property of Sellers, and nothing contained in this Agreement shall be construed as transferring to or vesting in Purchasers or any of Purchasers' affiliates any right or interest in or to such data and information or to grant to Purchasers any ongoing rights to the use of the RMMS or data derived therefrom. Purchasers acknowledge that Sellers shall be entitled to take all such steps prior to or following the Closing as shall be necessary in Sellers' sole discretion to effect the foregoing, including taking such actions as are necessary to ensure that all access to such information at the offices of Sellers shall be terminated as of the Closing. Purchasers shall promptly return to Sellers any such information or data described herein, which remains at any facilities transferred hereunder following the Closing.

For purposes of this Agreement, the term "RMMS" means the Retail Market Management System, a proprietary strategic and marketing system of Barnett which combines customer transaction, balance and demographic data with a proprietary analytic methodology to produce specific customer and market management tools. These management tools include but are not limited to market potential models, customer profitability analysis, market segmentation analysis and customer activity analysis.

Section 2.2. Purchase Price.

(a) As consideration for the purchase of the Banking Centers, Purchasers shall pay Sellers a purchase price equal to the sum of the following:

(1) The Net Book Value (as defined in Section 2.2(d) hereof) of the Personal Property and the real estate and improvements (including leasehold improvements) at the Banking Centers on the Closing Date.

(2) A premium for the Deposit Liabilities (as defined in Section 2.3(a) hereof) and franchise value assigned to the Banking Centers equal to 20.25% of the initial $2,000,000,000 of Deposit Liabilities and 19.00% of all Deposit Liabilities in excess of $2,000,000,00;

(3) The Net Book Value (as defined in Section 2.2(d) hereof) of the Loans as set forth in Section 2.4 hereof on the Closing Date; and

(4) The face amount of the Coins and Currency.

(b) In addition, Purchasers shall assume, as of the Effective Time, all of the duties, obligations and liabilities of Sellers relating to the Deposit Liabilities and to any of the following accruing or arising on or after the Effective Time: the Real Property, the Real Property Leases, the Tenant Leases, the Equipment Leases, the Software Licenses, the Safe Deposit Contracts and all other assignable operating contracts of the Banking Centers. Specifically excluded from the above are:

(i) Liabilities or obligations with respect to any litigation, suits, claims, demands or governmental proceedings related to any fact, circumstance or event occurring prior to Closing and related to the Banking Centers.

(ii) Any and all obligations arising under any service agreements entered into between NationsBank or Barnett and their subsidiaries.

(c) Sellers shall prepare a balance sheet (the "Pre-Closing Balance Sheet") in accordance with generally accepted accounting principles consistently applied as of a date not earlier than 30 calendar days prior to the Effective Time anticipated by the parties (the "Pre-Closing Balance Sheet Date") reflecting the assets to be sold and assigned hereunder and the liabilities to be transferred and assumed hereunder; Sellers agree to pay to Purchasers at the Closing (as

defined in Section 3.1 hereof), in immediately available funds, the excess amount, if any, of the amount of Deposit Liabilities assumed by Purchasers pursuant to subsection (b) above as reflected by the Pre-Closing Balance Sheet over the aggregate purchase price computed in accordance with subsection (a) above, as reflected by the Pre-Closing Balance Sheet. Purchasers agree to pay Sellers at the Closing, in immediately available funds, the excess, if any, of the aggregate purchase price computed in accordance with subsection (a) above, as reflected by the Pre-Closing Balance Sheet over the amount of Deposit Liabilities assumed by Purchasers pursuant to subsection (b) above as reflected by the Pre-Closing Balance Sheet. Amounts paid at Closing shall be subject to subsequent adjustment based on the Post-Closing Balance Sheet (as defined in Section 3.3 hereof).

(d) With regard to Personal Property and Real Property and improvements (including leasehold improvements), Net Book Value is the value that the asset is carried on Sellers' general ledger. With regard to Loans, Net Book Value is the aggregate principal amount of the Loans, plus accrued and unpaid interest and late charges thereon, but such value shall not include any loan loss reserves or general reserve.

(e) (1) Sellers and Purchasers agree to allocate the purchase price in accordance with Section 1060 of the Internal Revenue Code (the "Code"). Within 120 days after the Closing Date, Purchasers shall provide to Sellers Purchasers' proposed allocation of the purchase price as finally determined and paid by Purchasers hereunder. Within 30 days after the receipt of such allocation, Sellers shall propose to Purchasers any changes to such allocation or otherwise shall be deemed to have agreed with such allocation.

(2) Sellers and Purchasers shall reduce such allocation to writing, including jointly and properly executing completed Internal Revenue Service Form 8594, and any other forms or statements required by the Code, Treasury Regulations or the Internal Revenue Service, together with any and all attachments required to be filed therewith. Sellers and Purchasers shall file timely any such forms and statements with the Internal Revenue Service.

(3) To the extent consistent with applicable law, Sellers and Purchasers shall not file any tax return or other documents or otherwise take any position with respect to taxes which is inconsistent with such allocation of the final purchase price, provided, however, that neither Sellers nor Purchasers shall be obligated to litigate any challenge to such allocation of the final purchase price by a governmental authority.

(4) Sellers and Purchasers shall promptly inform one another of any challenge by any governmental authority to any allocation made pursuant to this subsection and agree to consult with and keep one another informed with respect to the state of, and any discussion, proposal or submission with respect to, such challenge.

Section 2.3. Deposit Liabilities.

(a) "Deposit Liabilities" shall mean all of Sellers duties, obligations and liabilities relating to the deposit accounts assigned to the Banking Centers as of the Effective Time (including accrued but unpaid or uncredited interest thereon).

(b) Except for those liabilities and obligations specifically assumed by Purchasers under 2.2(b) above, Purchasers are not assuming any other liabilities or obligations. Liabilities not assumed include, but are not limited to, the following:

  (1) Sellers' cashier checks, letters of credit, money orders, traveler's checks, interest checks and expense checks issued prior to closing, consignments of U.S. Government "E" and "EE" bonds and any cash items paid by Sellers and not cleared prior to the Effective Time.

  (2) Deposit accounts associated with or securing lines of credit where the line of credit is excluded in accordance with Section 2.4 (b).

  (3) Self-directed individual retirement accounts, if any, as well as those individual retirement accounts which, by their terms, are not subject to assignment, it being understood that all other types of IRA Deposit Liabilities are intended to be transferred.

(c) Sellers do not represent or warrant that any deposit customers whose accounts are assumed by Purchasers will become or continue to be customers of Purchasers after the Effective Time.

(d) Purchasers agree to pay in accordance with law and customary banking practices all properly drawn and presented checks, drafts and withdrawal orders presented to Purchasers by mail, over the counter or through the check clearing system of the banking industry, by depositors of the accounts assumed, whether drawn on the checks, withdrawal or draft forms provided by Sellers or by Purchasers, and in all other respects to discharge, in the usual course of the banking business, the duties and obligations of Sellers with respect to the balances due and owing to the depositors whose accounts are assumed by Purchasers.

(e) If, after the Effective Time, any depositor, instead of accepting the obligation of Purchasers to pay the Deposit Liabilities assumed, shall demand payment from Sellers for all or any part of any such assumed Deposit Liabilities, Sellers shall not be liable or responsible for making any such payment; provided, that if Sellers shall pay the same, Purchasers agree to reimburse Sellers for any such payments, and Sellers shall not be deemed to have made any representations or warranties to Purchasers with respect to any such checks, drafts or withdrawal orders and any such representations or warranties implied by law are hereby expressly disclaimed. Sellers and Purchasers shall make arrangements to provide for the daily settlement with immediately available funds by Purchasers of checks, drafts, withdrawal orders, returns and other items presented to and paid by Sellers within 90 calendar days after

the Effective Time and drawn on or chargeable to accounts that have been assumed by Purchasers; provided, however, that Sellers shall be held harmless and indemnified by Purchasers for acting in accordance with such arrangements.

(f) Purchasers agree, at their cost and expense, (1) to assign new account numbers to depositors of assumed Deposit Liabilities, (2) to notify such depositors, on or before the Effective Time, in a form and on a date mutually acceptable to Sellers and Purchasers, of Purchasers assumption of Deposit Liabilities, (3) to furnish such depositors with checks on the forms of Purchasers and with instructions to utilize Purchasers' checks and to destroy unused check, draft and withdrawal order forms of Sellers (if Purchasers so elect, Purchasers may offer to buy from such depositors their unused Sellers' check, draft and withdrawal order forms), (4) to reissue all ATM and debit cards (with new PIN numbers) associated with the depositors of assumed Deposit Liabilities, (5) to replace all line of credit checks with checks on the forms of Purchasers with instructions to utilize Purchasers' checks and to destroy the unused checks and (6) to disable and to notify customers of its disabling of all credit card overdraft protection. At its expense, Sellers will prepare and deliver to Purchasers two sets of its normal customer mailing labels relating to the Deposit Liabilities. In addition, subsequent to regulatory approval, Sellers will notify its affected customers by letter of the pending assignment of Sellers' Deposit Liabilities to Purchasers, which notice shall be at Sellers' cost and expense and shall be in a form mutually agreeable to Sellers and Purchasers.

(g) Purchasers agree to pay promptly to Sellers an amount equivalent to the amount of any checks, drafts or withdrawal orders credited to any assumed Deposit Liabilities as of the Effective Time that are returned to Sellers after the Effective Time.

(h) As of the Effective Time, Purchasers will assume and discharge Sellers' duties and obligations in accordance with the terms and conditions and laws, rules and regulations that apply to the certificates, accounts and other Deposit Liabilities assumed under this Agreement.

(i) As of the Effective Time, Purchasers will maintain and safeguard in accordance with applicable law and sound banking practices all account documents, deposit contracts, signature cards, deposit slips, canceled items and other records related to the Deposit Liabilities assumed under this Agreement, subject to Sellers' right of access to such records as provided in this Agreement.

(j) Sellers will render a final statement to each depositor of an account assumed under this Agreement as to transactions occurring through the Effective Time and will comply with all laws, rules and regulations regarding tax reporting of transactions of such accounts through the Effective Time. Sellers will be entitled to impose normal fees and service charges on a per-item basis, but Seller s will not impose periodic fees or blanket charges in connection with such final statements. Purchasers will comply with all laws, rules and regulations regarding tax reporting of transactions of such accounts after the Effective Time.

(k) Prior to the Closing Date, Purchasers, at their expense, will notify all Automated Clearing House ("ACH") originators of the transfers and assumptions made pursuant to the

Agreement; provided, however, that Sellers may, at their option, notify all such originators (on behalf of Purchasers) also at the expense of Purchasers. For a period of 90 calendar days beginning on the Effective Time, Sellers will honor all ACH items related to accounts assumed under this Agreement which are mistakenly routed or presented to Sellers. Sellers will make no charge to Purchasers for honoring such items, and will electronically transmit such ACH data to Purchasers. ff Purchasers cannot receive an electronic transmission, Sellers will make available to Purchasers at Sellers' operations center receiving items from the Automated Clearing House tapes containing such ACH data. Items mistakenly routed or presented after the 90-day period will be returned to the presenting party. Sellers and Purchasers shall make arrangements to provide for the daily settlement with immediately available funds by Purchasers of any ACH items honored by Sellers, and Sellers shall be held harmless and indemnified by Purchasers for acting in accordance with this arrangement to accept ACH items.

(l) Following the Effective Time, Purchasers agree to use their best efforts to collect from Purchasers' customers amounts equal to any Visa or MasterCard charge backs under the MasterCard and Visa Merchant Agreements between Sellers and their customers or amounts equal to any deposit items returned to Sellers after the Effective Time which were honored by Sellers prior to the Effective Time and remit such amounts so collected to Sellers. Purchasers agree to immediately freeze and remit to Sellers any funds, up to the amount of the charged back or returned item that had been previously credited by Sellers if such funds are available at the time of notification by Sellers to Purchasers of the charged back or returned item. Notwithstanding the foregoing, Purchasers shall have no duty to remit funds for any item or charge that has been improperly returned or charged to Sellers. Solely for the purposes of this Section 2.3(i), all references to Sellers shall be deemed to include Sellers and its assignees.

(m) As of the Effective Time, Sellers shall transfer and assign all files, documents and records related to the Deposit Liabilities to Purchasers, including such information held in electronic form, and Purchasers will be responsible for maintaining and safeguarding all such materials in accordance with applicable law and sound banking practices.

Section 2.4. Loans Transferred.
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(a) Sellers will transfer to Purchasers as of the Effective Time, subject to the terms and conditions of this Agreement, all of Sellers' right, title and interest in (including accrued but unpaid interest and late charges and collateral relating thereto) loans maintained, serviced and listed as loans assigned to the Banking Centers (collectively, the "Loans"); provided, however, the Loans shall not include any loans described in subsection (b) below. Such Loans (as well as any lien or security interest related thereto) shall be transferred by means of a blanket (collective) assignment and not individually (except as may be otherwise required by law).

(b) Notwithstanding the provisions of subsection (a) above, the Loans shall not include:

(1) nonaccruals (which term shall include loans in which the collateral securing same has been repossessed or in which collection efforts have been instituted or claim and delivery or foreclosure proceedings have been filed)-,

(2) loans 90 calendar days or more past due or otherwise in default;

(3) loans upon which insurance has been force-placed;

(4) credit card loans;

(5) loans in connection with which the borrower has filed a petition for relief under the United States Bankruptcy Code prior to the Effective Time;

(6) loans identified by Purchasers in writing within 45 calendar days after the Effective Time as not being purchased because of failure to meet generally applicable credit or documentation standards of Purchasers; or

(7) servicing rights in connection with residential real estate

related loans.

(c) Sellers and Purchasers agree that Purchasers will become the beneficiary of credit life insurance written on direct consumer installment loans and coverage will continue to be the obligation of the current insurer after the Effective Time and for the duration of such insurance as provided under the terms of the policy or certificate. If Purchasers become the beneficiary of credit life insurance written on direct consumer installment loans, Sellers and Purchasers agree to cooperate in good faith to develop a mutually satisfactory method by which the current insurer will make rebate payments to and satisfy claims of the holders of such certificates of insurance after the Effective Time. After the Effective Time, Sellers will promptly deliver to Purchasers the proceeds of any credit life insurance relating to Loans inadvertently received by it. The parties' obligations in this section are subject to any restrictions contained in existing insurance contracts as well as applicable laws and regulations.

(d) In connection with the transfer of any loans requiring notice to the borrower and the servicer, Purchasers and Sellers will comply with all notice and reporting requirements of the loan documents or of any law or regulation.

(e) All Loans will be transferred without recourse and without any warranties or representations as to their collectibility or the creditworthiness of any of the obligors of such Loans.

(f) Purchasers will at their expense issue new coupon books or other forms of payment identification for payment of Loans for which Sellers provide coupon books with instructions to utilize Purchasers coupons or forms and to destroy coupons furnished by Sellers.

(g) For a period of 90 calendar days after the Effective Time, Sellers will forward to Purchasers loan payments received by Sellers. Purchasers shall reimburse Sellers for checks returned on payments forwarded to Purchasers.

(h) As of the Effective Time, Sellers shall transfer and assign all files, documents and records related to the Loans to Purchasers, including such information held in electronic form, and Purchasers will be responsible for maintaining and safeguarding all such materials in accordance with applicable law and sound banking practices.

(i) If the balance due on any Loan purchased pursuant to this Section 2.4 has been reduced by Sellers as a result of a payment by check received prior to the Effective Time, which item is returned after the Effective Time, the asset value represented by the Loan transferred shall be correspondingly increased and an amount in cash equal to such increase shall be paid by Purchasers to Sellers promptly upon demand.

(j) Sellers shall grant to Purchasers as of the Effective Time a limited power of attorney, in substantially the form attached hereto as EXHIBIT 2.4(j) (the "Power of Attorney").

(k) Barnett and its subsidiaries have previously contributed a 100% participation interest in certain 1-4 family residential Loans (the "REIT Loans") to Barnett Real Estate Management, Inc. (the "REIT"). By the Closing Date, Sellers will take appropriate action to have the REIT cause such participations to be included in the Loans transferred hereunder.

Section 2.5. Safe Deposit Business.

(a) As of the Effective Time, Purchasers will assume and discharge Sellers obligations with respect to the safe deposit box business at the Banking Centers in accordance with the terms and conditions of contracts or rental agreements related to such business, and Purchasers will maintain all facilities necessary for the use of such safe deposit boxes by persons entitled to use them.

(b) As of the Effective Time, Sellers shall transfer and assign the records related to such safe deposit box business to Purchasers, and Purchasers shall maintain and safeguard all such records and be responsible for granting access to and protecting the contents of safe deposit boxes at the Banking Centers.

(c) Safe deposit box rental payments collected by Sellers before the Effective Time shall be prorated.

Section 2.6. Employee Matters.

(a) Purchasers will offer employment to all employees actively employed by Sellers at the Banking Centers as of the Effective Time (the "Employees"), subject to Purchasers' normal screening process, including drug testing, finger printing and interviews.

(i) The base salary for each Employee hired by Purchasers shall not be less than the base salary provided by Sellers immediately prior to the Effective Time, subject to changes due to employment classification.

(ii) With respect to Purchasers' qualified plans, the Employees will be treated as new hires; however, Employees who immediately become employees of Purchasers will immediately participate in welfare benefit plans maintained by Purchasers without regard to pre-existing conditions or waiting periods. Employees will be required to satisfy the deductible and employee payments (if any) required by Purchasers' plans. Employees shall receive full credit for prior service with Sellers for purposes of determining their participation and benefit accrual under Purchasers' vacation and sick leave policies.

(iii) Employees who immediately become employees of Purchasers will be eligible for severance benefits consistent with the Huntington Transitional Pay Plan; all service with the Sellers shall be taken into account in determining benefits under the Huntington Transitional Pay Plan. Purchasers shall not be responsible or liable for any benefits accrued under the pension or welfare plans of Sellers.

(iv) Employees who are not employed by Purchasers will have no rights to continuation coverage under Purchasers' group medical insurance plan, and their continuation rights, if any, will be with Sellers' group medical insurance plans.

Until December 31, 1998, the amount of severance benefits paid Employees shall at least be equal to the Barnett Severance Benefits shown on Exhibit 2.6(a). In the event the severance benefits actually paid to an Employee under this Section 2.6(a) as a result of termination of employment prior to December 31, 1998 exceed the benefits otherwise payable under the Huntington Transitional Pay Plan then in effect, then NationsBank will promptly reimburse the Purchasers for the amount of such excess.

(b) After the execution of this Agreement, Sellers will continue their normal employment practices in staffing the Banking Centers; however, Sellers make no representations or warranties about whether any of the Employees who become employees of Purchasers will remain employed at the Banking Centers after the Effective Time. Sellers will use their best efforts to: (i) maintain the Employees as employees of Sellers at the Banking Centers until the Effective Time, (ii) refrain from dissuading any Employee from accepting an offer of employment with Purchasers or (iii) refrain from recruiting employees for alternate positions with Sellers. Sellers shall affirmatively advise Banking Center Employees that their current positions will terminate as of the Effective Time. Any Employee whose employment shall be terminated for any reason prior to the Effective Time shall be dealt with by Sellers in their sole and absolute discretion. Any Employee who, for any reason, does not receive an offer of employment from Purchasers or elects not to accept such offer of employment shall be deemed to be part of Sellers' pool of unassigned employees and may, after the Effective Time, be assigned to any openings in sellers' banking system. Sellers agree that, for a period of 24

months after the Closing, they will not solicit for employment any Employee who remains employed by Purchasers.

(c) After the execution of this Agreement and subject to any legal restrictions, Sellers shall permit Purchasers, at reasonable times and upon reasonable notice, to examine and inspect Sellers' records relating to Employees.

Section 2.7. Records and Data Processing, etc.

(a) As of the Effective Time, Purchasers shall become responsible for maintaining the files, documents and records referred to in this Agreement. Purchasers will preserve and safekeep them as required by applicable law and sound banking practice for the joint benefit of Sellers and Purchasers. After the Effective Time, Purchasers will permit Sellers and their representatives, for reasonable cause, at reasonable times and upon reasonable notice, to examine, inspect, copy and reproduce any such files, documents or records as Sellers deem reasonably necessary and to have similar access to such records and Sellers' former employees for purposes of preparation of records and reports (including regulatory and tax reports and returns) and as Sellers require in connection with third party litigation.

(b) As of the Effective Time, Sellers will permit Purchasers and their representatives, for reasonable cause, at reasonable times and upon reasonable notice, to examine, inspect, copy and reproduce files, documents or records retained by Sellers regarding the assets and liabilities transferred under this Agreement as Purchasers deem reasonably necessary.

(c) For a period of 180 days after the Effective Time, the party providing copies of records shall do so without charge; thereafter it may charge its customary rate for such copies.

(d) It is understood that certain of Sellers' records, including certificates of deposit, may be available only in electronic form or in the form of photocopies, film copies or other nonoriginal and non-paper media.

(e) Prior to the Closing, Sellers will make reasonable efforts to identify and to disclose to Purchasers any additional relationships with Deposit customers, including those Excluded Assets identified under Section 2.1 (b)(6); such information will be maintained in confidence by Purchasers and not transferred to any third parties.

(f) After the execution of this Agreement, Sellers will work with Purchasers to prepare mutually satisfactory Schedules of Assets and contracts to be sold hereunder.

Section 2.8. Security.

As of the Effective Time, Purchasers shall be solely responsible for the security of and insurance on all persons and property located in or about the Banking Centers.

Section 2.9. Taxes and Fees Proration of Certain Expenses.

Purchasers shall not be responsible for, or have any liability with respect to, taxes on any income to Sellers arising out of this transaction. Purchasers shall not be responsible for any income tax liability of Sellers arising from the business or operations of the Banking Centers before the Effective Time, and Sellers shall not be responsible for any tax liabilities of Purchasers arising from the business or operations of the Banking Centers after the Effective Time. Utility payments, telephone charges, real property taxes, personal property taxes, rent, salaries, deposit insurance premiums or assessments, maintenance items, other ordinary operating expenses of the Banking Centers and other expenses related to the liabilities assumed or assets purchased hereunder shall be prorated between the parties as of the Effective Time. To the extent any such item has been prepaid by Sellers for a period extending beyond the Effective Time, there shall be a proportionate monetary adjustment in favor of Sellers. Purchasers shall be responsible for the payment of any non-delinquent assessments. Real estate taxes shall be pro-rated based upon the maximum allowable discount and other applicable exemptions. Until December 15, 1998 Purchasers may elect to reprorate real estate taxes based upon 1998 rates and valuations; thereafter there shall be no reproration of real estate taxes.

Sellers and Purchasers shall each be responsible for their own costs with respect to the preparation and filing of any tax returns, as were as the preparation, review and analysis of the allocation statements and any forms or statements prepared in connection with the allocation of the final purchase price.

Section 2.10. Real Property.

(a) Title Matters.

(i) Sellers agree to deliver to Purchasers as soon as reasonably possible upon Purchasers' request copies of all title information in possession of Sellers, including, but not limited to, title insurance policies, attorneys' opinions on title, surveys, covenants, deeds and easements relating to the Real Property and the leased Banking Center locations. Such delivery shall constitute no warranty by Sellers as to the accuracy or completeness thereof or that Purchasers is entitled to rely thereon.

(ii) Purchasers agree to notify Sellers, in writing within 120 calendar days after the date of this Agreement (and 20 days after the identification of any alternate or substitute Banking Centers), of any mortgages, pledges, material liens, encumbrances, reservations, tenancies, encroachments, overlaps or other title exceptions, survey objections, or zoning or similar land use violations (excluding legal but nonconforming uses) or material engineering or structural problems related to the Real Property and the leased Banking Center locations to which Purchasers reasonably objects (the "Title Defects"). If Purchasers do not notify Sellers of Title Defects within such time periods, Purchasers shall be deemed to have waived their rights under this Section 2.10. Purchasers agree that Title Defects shall not include real property taxes not yet due and payable or easements, restrictions, tenancies, survey matters or other title matters, and rights of way which do not materially interfere with the use of the Real Properly or the leased Banking Center locations as such facilities are currently utilized. During the applicable 120- or 20-day period, Sellers shall make a

good faith effort to correct any such Title Defect to Purchasers' reasonable satisfaction; provided, however, that Sellers shall not be obligated to bring any lawsuit or make any payments of money (except to pay liens that Sellers do not dispute in good faith) to cure a Title Defect. If Seller s are unable or unwilling to cure any such Title Defects to Purchaser& reasonable satisfaction, Purchasers shall have the option either to terminate this Agreement (upon written notice to Sellers) with respect to the Banking Center, at which the Real Property or the leased Banking Center locations having such Title Defects is located or to receive title in its then existing condition. Upon termination of this Agreement with respect to a particular tract of property pursuant to this Section 2.10, no party shall have any further liability to the other party under this Agreement with respect to such parcel of Real Property or the leased Banking Center locations (or the other Assets or Deposit Liabilities associated with that facility) and the purchase price shall be adjusted accordingly.

(iii) Purchasers shall have the right to update title matters up to 10 business days prior to Closing for any changes which may have arisen between the date of Purchasers' original title search and the Closing Date. If such update indicates that any Title Defects have been placed of record since the date of Purchasers' original title search, and Purchasers reasonably object thereto in writing, then Sellers shall make a good faith effort to cure any such Title Defect to Purchasers' reasonable satisfaction; provided that Seller s shall not be obligated to bring any lawsuit or make any payments of money (except to pay liens that Sellers do not dispute in good faith) to cure a Title Defect. If Sellers are unable or unwilling to cure any such Title Defect, Purchasers shall have the option to receive title in the then existing condition or to enter into the lease of that Banking Center described in Section 2.10(a)(iv).

(iv) In the event Purchasers notify Sellers of their intent under this Section 2.10(a) to terminate this Agreement with respect to any Banking Center due to an unacceptable Title Defect, Sellers may elect to either sublease or lease the Banking Center to Purchasers at existing market rates for a term of 10 years (in which event Purchasers will have no right to terminate the Agreement with respect to that particular Banking Center) or to designate and substitute an alternate

Banking Center. The parties agree that, if they cannot agree upon a rent to be payable for any such Banking Center to be leased to Purchasers under this provision, the "market rate" shall be determined by an appraisal to be conducted by an appraiser acceptable to both parties, with the cost of such appraisal to be shared equally by both parties.

(b) Environmental Matters.

(i) Sellers agree to deliver to Purchasers as soon as reasonably possible upon Purchasers' request copies of all environmental studies, reports and audits in Sellers possession related to the Banking Centers.

(ii) Purchasers shall have the right, but not the obligation, at their sole cost and expense, to cause such investigations and tests to be made as they deem necessary to determine

whether there has been any soil, surface water, groundwater, or building space contamination on or under the Real Property and the leased Banking Center locations. Sellers shall provide reasonable assistance to Purchasers and/or their agents or contractors in their evaluation and testing of the Real Property and the leased Banking Center locations and Sellers shall provide Purchasers and/or their agents or contractors access to pertinent records and documents. Sellers authorize Purchasers and/or their agents or contractors to contact governmental agencies regarding the environmental status of the Real Property and the leased Banking Center locations. Purchasers shall report the results of any such investigations or tests to Sellers no later than 120 days after the date of this Agreement (or, in the case of the description of an alternate or substitute site, 20 days after such designation); provided, however, that without the prior written consent of Sellers, which consent will not unreasonably be withheld, and execution of a satisfactory property access agreement, Purchasers shall not conduct subsurface testing, any ground water monitoring or install any test well or undertake any other investigation which requires a permit or license from, or the reporting of the investigation or the results thereof to, a local or state environmental regulatory authority or the United States Environmental Protection Agency. If Purchasers object to any material adverse environmental condition which impacts the Banking Center, Sellers shall have the right, but not the obligation, to cure any such material adverse environmental condition which is discovered by Purchasers' investigation. If at the end of the applicable 120- or 20-day period, Sellers are unable or unwilling to cure such problem, Purchasers shall have the option to accept the premises in the then existing condition or to terminate the Agreement with respect to that particular Banking Center affected by the environmental problem, in which event neither party shall have any liability to the other party with respect to such Banking Center.

(iii) In the event Purchasers notify Sellers of their intent under this Section 2.10(b) to terminate this Agreement with respect to any Banking Center due to an environmental problem, Sellers may elect to either lease the Banking Center to Purchasers at existing market rates for a term of 10 years (in which event Purchasers will have no right to terminate the Agreement with respect to that particular Banking Center) or to designate and substitute an alternate Banking Center. The parties agree that, if they cannot agree upon a rent to be payable for any such Banking Center to be leased to Purchasers under this provision, the "market rate" shall be determined by an appraisal to be conducted by an appraiser acceptable to both parties, with the cost of such appraisal to be shared equally by both parties.

(c) Sellers have filed an application for approval of the Barnett Transaction with the Board of Governors of the Federal Reserve System. The delivery of that approval to the Sellers will be deemed to finalize the fist of Banking Centers to be transfer-red under the terms of this Agreement and thereafter neither party will have the unilateral right to terminate this Agreement with respect to any Banking Center. The right to elect a lease (in lieu of purchase) of a Banking Center under Sections 2.10(a)(iv) and 2.10((b)(iii)) will continue until 10 business days prior to Closing, at which time such right will lapse.

ARTICLE III

CLOSING AND EFFECTIVE TIME

Section 3.1. Effective Time.

The purchase of assets and assumption of liabilities provided for in this Agreement shall occur at a closing (the "Closing") to be held at the offices of Sellers in Charlotte, North Carolina at 10:00 a.m. local time or at such other time and place as the parties shall mutually agree, on a date to be mutually agreed upon between the parties, which date shall be after the closing of the Barnett Transaction and after the receipt of all approvals by regulatory agencies and after all statutory waiting periods have expired and no later than June 30, 1998. The effective time (the "Effective Time") shall be 5:00 p.m., local time, on the day on which the Closing occurs (the "Closing Date").

Section 3.2. Closing.

(a) All actions taken and documents delivered at the Closing shall be deemed to have been taken and executed simultaneously, and no action shall be deemed taken nor any document delivered until all have been taken and delivered.

(b) At the Closing, subject to all the terms and conditions of this Agreement, Sellers shall execute and deliver to Purchasers or, in the case of subsections (b), (6), (7), (8) and (10), make reasonably available to Purchasers:

(1) Special warranty deeds in recordable form executed by the appropriate Seller transferring Seller's interest in and to each parcel of Real Property to Purchasers in substantially the form attached hereto as EXHIBIT 3.2(b)(1);

(2) A Bill of Sale, in substantially the form attached hereto as EXHIBIT 3.2(b)(2) (the "Bill of Sale"), transferring to Purchasers all of Sellers interest in the Personal Property and in the Loans;

(3) An Assignment and Assumption Agreement, in substantially the form attached hereto as EXHIBIT 3.2(b)(3) (the "Assignment and Assumption Agreement"), assigning Sellers' interest in the Equipment Leases, the Tenant Leases, the Safe Deposit Contracts, and the Deposit Liabilities;

(4) An Assignment and Assumption of Lease, in substantially the form attached hereto as EXHIBIT 3.2(b)(4) (the "Assignment and Assumption of Lease"), assigning Sellers' interest in the Real Property Leases;

(5) Consents from third persons that are required to effect the assignments set forth in the Assignment and Assumption Agreement, and in the Assignment and Assumption of Leases;

(6) Sellers' keys to the safe deposit boxes and Sellers' records related to the safe deposit box business at the Banking Centers;

(7) Sellers' files and records related to the Loans;

(8) Sellers' records related to the Deposit Liabilities assumed by Purchasers;

(9) Immediately available funds in the net amount shown as owing to Purchasers by Sellers on the Closing Statement, if any;

(10) The Coins and Currency;

(11) Such of the other assets to be purchased as shall be capable of physical delivery;

(12) A certificate of a proper officer of each Seller, dated as of the date of Closing, certifying to the fulfillment of all conditions which are the obligation of that Seller and that all of the representations and warranties of such Seller set forth in this Agreement remain true and correct in all material respects as of Effective Time;

(13) Copies of (A) the charters and bylaws of Seller s and (B) a resolution of the Boards of Directors of Seller s, or the Executive Committees of Sellers, approving the sales contemplated herein;

(14) Such certificates and other documents as Huntington and its counsel may reasonably require to evidence the receipt by Sellers of all necessary regulatory authorizations and approvals for the consummation of the transactions provided for in this Agreement;

(15) A Closing Statement using amounts shown on the Pre-Closing Balance Sheet, substantially in the form attached hereto as Exhibit 3.2(b)(15) (the "Closing Statement");

(16) An affidavit of Sellers certifying that Sellers are not "foreign persons" as defined in the federal Foreign Investment in Real Property Tax Act of 1980;

(17) The Power of Attorney;

(18) Lease agreements for any Banking Centers to be leased to the Purchasers under the provisions of Sections 2.10;

(19) At the Purchasers' request, title insurance affidavits in the form of Exhibit 3.2(b)(19); and

(20) Such certificates and other documents as Huntington and its counsel may reasonably require to evidence receipt by Sellers of all necessary regulatory authorizations and approvals for the consummation of the transactions provided for in this Agreement.

It is understood that the items listed in subsections (b)(6) and (b)(10) shall be transferred after the Banking Centers have closed for business on the Closing Date and that the records listed in subsections (b)(7) and (b)(8) will be transferred as soon as possible after the Closing, but in no event more than 30 days after the Closing.

(c) At the Closing subject to all the terms and conditions of this Agreement, Purchasers shall execute and deliver to Sellers:

(1) The Assignment and Assumption Agreement;

(2) The Assignment and Assumption of Lease;

(3) A certificate and receipt acknowledging the delivery and receipt of possession of the Assets and records referred to in this Agreement;

(4) Immediately available funds in the net amount shown as owing to Sellers by Purchasers on the Closing Statement, if any;

(5) A certificate of a proper officer of Huntington, dated as of the Date of Closing, certifying to the fulfillment of all conditions which are the obligation of Purchasers and that all of the representations and warranties of Purchasers set forth in this Agreement remain true and correct in all material respects as of the Effective Time;

(6) Copies of (A) the charters and bylaws of Purchasers and (B) a resolution of the Boards of Directors, or the Executive Committees, of Purchasers approving the purchases contemplated herein; and

(7) Such certificates and other documents as NationsBank and its counsel may reasonably require to evidence the receipt by Purchasers of all necessary regulatory authorizations and approvals for the consummation of the transactions provided for in this Agreement.

(d) All instruments, agreements and certificates described in this Section

3.2 shall be in form and substance reasonably satisfactory to the parties' respective legal counsel.

Section 3.3. Post Closing Adjustments.

(a) Not later than 60 business days after the Effective Time (the "Post-Closing Balance Sheet Delivery Date"), NationsBank shall deliver to Huntington a balance sheet dated as of the Effective Time and prepared in accordance with generally accepted accounting principles consistently applied reflecting the assets sold and assigned and the liabilities transferred and assumed hereunder (the "Post-Closing Balance Sheet") together with a copy of NationsBank's calculation of the adjusted purchase price and amounts payable thereunder. Additionally, NationsBank shall deliver to Huntington a list of Loans purchased, individually identified by account number. NationsBank shall afford Huntington and its accountants and attorneys the opportunity to review all work papers and documentation used by NationsBank in preparing the Post-Closing Balance Sheet.

Within 15 business days following the Post-Closing Balance Sheet Delivery Date (the "Adjustment Payment Date"), NationsBank and Huntington shall meet at the offices of NationsBank in Charlotte, North Carolina or such other location as may be mutually agreed, to effect the transfer of any funds as may be necessary to reflect changes in such assets and liabilities between the Pre-Closing Balance Sheet and the Post-Closing Balance Sheet and resulting changes in the purchase price, together with interest thereon computed from the Effective Time to the Adjustment Payment Date at the applicable Federal Funds Rate (as hereinafter defined).

(b) In the event that a dispute arises as to the appropriate amounts to be paid to either party on the Adjustment Payment Date, each party shall pay to the other on such Adjustment Payment Date all amounts other than those as to which a dispute exists. Any disputed amounts retained by a party which are later found to be due to the other party shall be paid to such other party promptly upon resolution with interest thereon from the Effective Time to the date paid at the applicable Federal Funds Rate.

(c) The Federal Funds Rate shall be the mean of the high and low rates quoted for Federal Funds in the Money Rates Column of The Wall Street Journal adjusted as such mean may increase or decrease during the period between the Effective Time and the date paid.

ARTICLE IV

INDEMNIFICATION

Section 4.1. NationsBank's Indemnification of Huntington.

(a) Subject to any limitations in Sections 4.1 (b) and 5.7(e) or otherwise contained in this Agreement, NationsBank shall indemnify, hold harmless and defend Huntington from and against (i) any breach by Sellers of any representation or warranty contained herein, (h) claims or liabilities relating to any Title Defect or environmental contamination existing prior to the Effective Time in any Banking Center leased to the Purchasers under the provisions of Section 2.10(a)(iv) and Section 2.10(b)(iii), and (iii) all claims, losses, liabilities, demands and obligations, including reasonable attorneys' fees and expenses, arising out of any actions, suits or proceedings commenced prior to the Effective Time (other than proceedings to prevent or limit the consummation of this transaction) relating to Sellers' operations at the Banking Centers; and, except as otherwise provided in this Agreement, NationsBank shall further indemnify, hold harmless and defend Huntington from and against all claims, losses, liabilities, demands and obligations, including reasonable attorneys' fees and expenses, real estate taxes, intangibles and franchise taxes, sales and use taxes, social security and unemployment taxes, all accounts payable and operating expenses (including salaries, rents and utility charges) incurred by Sellers prior to the Effective Time and which are claimed or demanded on or after the Effective Time, or which arise out of any actions, suits or proceedings commenced on or after the Effective Time and which relate to Sellers' operations or transactions at the Banking Centers prior to the Effective Time.

(b) The Purchasers' sole remedy for a breach of the representations and warranties contained in Section 5.12 shall be to require the Sellers to purchase any Loans which they in good faith deem to breach such representation and warranty (a "Purchase Right"). The Purchase Right can be

exercised only for a period ending on the earlier of 60 days after discovery of such breach or 24 months after the Closing Date. Alternatively, the parties may agree to extend that exercise period with respect to a particular Loan or group of Loans and permit Purchasers to continue their customary processing and collection efforts with respect to such Loans.

Section 4.2. Huntington's Indemnification of NationsBank.

Huntington shall indemnify, hold harmless and defend NationsBank from and against any breach by Huntington of any representation or warranty contained herein and all claims, losses, liabilities, demands and obligations, including reasonable attorneys' fees and expenses, real estate taxes, intangibles and franchise taxes, sales and use taxes, social security and unemployment taxes, all accounts payable and operating expenses (including salaries, rents and utility charges), which NationsBank may receive, suffer or incur in connection with operations and transactions occurring after the Effective Time and which involve the Banking Centers, the Transferred Assets or the liabilities assumed pursuant to this Agreement.

Section 4.3. Claims for Indemnity.

(a) A claim for indemnity under Sections 4.1 or 4.2 of this Agreement may be made by the claiming party at any time prior to (i) 120 months after the Effective Time in case of a claim under Section 4.1(a)(ii) and (ii) 24 months after the Effective Time for all other items by the giving of written notice thereof to the other party. Such written notice shall set forth in reasonable detail the basis upon which such claim for indemnity is made. In the event that any such claim is made within the prescribed period, the indemnity relating to such claim shall survive until such claim is resolved. Claims not made within such period shall cease and no indemnity shall be made therefor.

(b) In the event that any person or entity not a party to this Agreement shall make any demand or claim or file or threaten to file any lawsuit, which demand, claim or lawsuit may result in any liability, damage or loss to one party hereto of the kind for which such party is entitled to indemnification pursuant to Section 4.1 or 4.2 hereof, then, after written notice is provided by the indemnified party to the indemnifying party of such demand, claim or lawsuit, the indemnifying party shall have the option, at its cost and expense, to retain counsel for the indemnified party to defend any such demand, claim or lawsuit. In the event that the indemnifying party shall fail to respond within five calendar days after receipt of such notice of any such demand, claim or lawsuit, then the indemnified party shall retain counsel and conduct the defense of such demand, claim or lawsuit as it may in its discretion deem proper, at the cost and expense of the indemnifying party. In effecting the settlement of any such demand, claim or lawsuit, an indemnified party shall act in good faith, shall consult with the indemnifying party and shall enter into only such settlement as the indemnifying party shall approve (the indemnifying party's approval will be implied if it does not respond within ten calendar days of its receipt of the notice of such settlement offer).

Section 4.4. Limitations on Indemnification.

Notwithstanding anything to the contrary contained in this Article IV, no indemnification shall be required to be made by either party until the aggregate amount of all such claims by a party exceeds $100,000. Once such aggregate amount exceeds $100,000, such party shall thereupon be entitled to indemnification

for all amounts in excess of such $100,000. IN ADDITION, THE PARTIES SHALL HAVE NO OBLIGATIONS UNDER THIS ARTICLE IV FOR ANY CONSEQUENTIAL LIABILITY, DAMAGE OR LOSS THE INDEMNIFIED PARTY MAY SUFFER AS THE RESULT OF ANY DEMAND, CLAIM OR LAWSUIT.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLERS

NationsBank hereby represents and warrants to Huntington on behalf of itself and its subsidiaries as follows, which representations and warranties shall survive the Effective Time for a period of 24 months except Section 5.13 which shall not survive the Effective Time or as otherwise specifically herein provided:

Section 5.1. Corporate Organization.

NationsBank is a bank holding company duly organized, validly existing and in good standing under the laws of the state of North Carolina. NationsBank has the corporate power and authority to carry on its business as currently conducted and to effect the transactions contemplated herein.

Section 5.2. No Violation.

The Banking Centers have been operated in all material respects in accordance with applicable laws, rules and regulations. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate or conflict with (a) Sellers charter or bylaws; (b) any material provision of any material agreement or any other material restriction of any kind to which Sellers are a party or by which Sellers are bound; (c) any material statute, law, decree, regulation or order of any governmental authority; or (d) any material provision which will result in a default under, or which cause the acceleration of the maturity of any material obligation or loan to which Sellers are a party.

Section 5.3. Corporate Authority.

Prior to Closing, the consummation of the transactions contemplated herein will have been duly authorized by the Board of Directors or the Executive Committee of each corporate entity conveying assets or liabilities to Purchasers under this Agreement. No further corporate authorization is necessary for Sellers to consummate the transactions contemplated hereunder.

Section 5.4. Enforceable Agreement.

This Agreement has been duly executed and delivered by NationsBank and is the legal, valid and binding agreement of NationsBank, enforceable in accordance with its terms.

Section 5.5. No Brokers.

AU negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by NationsBank and Huntington, and there has been no participation or intervention by any other person, firm or corporation employed or engaged by or on behalf of Sellers in such a manner as to give rise to any valid claim against Sellers or Purchasers for a brokerage commission, finder's fee or like commission.

Section 5.6. Personal Property.

Sellers own, and will convey to Purchasers at the Closing, all of Sellers' right, title and interest to all of the Personal Property free and clear of any mortgages, liens, security interests or pledges. Such items are in generally good working order other than items that are not material or items that do not, in the aggregate, exceed $25,000 in value.

Section 5.7. Real Property and the Leased Banking Centers.

Sellers make the following additional representations regarding the Real Property and the leased Banking Center locations:

(a) Except as specifically set forth herein or disclosed to Purchasers within 30 days of the identification of the properties set out on EXHIBITS 1.1(b) and 1.3, Sellers have no knowledge of any condemnation proceedings pending against the Real Property and the leased Banking Center locations.

(b) Except as specifically set forth herein or disclosed to Purchasers in writing within 30 days after the identification of the properties set out on EXHIBITS 1.1(b) and 1.3, Sellers have not entered into any agreement regarding the Real Property and the leased Banking Center locations, and to Seller's knowledge the Real Property and the leased Banking Center locations are not subject to any claim, demand, suit, hen, proceeding or litigation of any kind, pending or outstanding, which would materially affect or limit Purchaser's use and enjoyment of the Real Property and the leased Banking Center locations or which would materially &fit or restrict Sellers' right or ability to enter into this Agreement and consummate the sale and purchase contemplated hereby.

(c) To Sellers knowledge: (i) no fact or condition exists which would result in the permanent termination or material impairment of access to the Real Property and the leased Banking Center locations from adjoining public streets or highways or in the permanent discontinuance of necessary utilities services to the Real Property and the leased Banking Center locations or (ii) all sanitation, plumbing, refuse disposal and similar facilities servicing the Banking Centers are in material compliance with applicable governmental regulations.

(d) To Sellers' knowledge, there are no unpaid assessments in connection with the Real Property and the leased Banking Center locations.

(e) Until the Closing, Purchasers' sole remedy for a breach of the representations and warranties in this Section 5.7 shall be as provided in Section 2.10(a).

Section 5.8. Condition of Property.

Except as may be otherwise specifically set forth in this Agreement, the Real Property and the leased Banking Center locations and Personal Property to be purchased by Purchasers hereunder are sold as is, where is, with no warranties or representations whatsoever, except as may be expressly represented or warranted in this Agreement.

Section 5.9. Ratios.

At the date of this Agreement the aggregate principal amount of Loans is at least equal to 60% of the aggregate amount of Deposits.

Section 5.10. Employees.

No Employee located in any of the Banking Centers is a party to any collective bargaining, employment, severance, termination, or change of control agreement or represented by a labor organization of any type other than Sellers' established terms of employment and severance policies. Sellers are unaware of any efforts during the past three years to unionize or organize the employees of any of the Banking Centers.

Section 5.11. Assumed Contracts.

Each third party contract assumed is valid and subsisting in full force and effect and Sellers have performed in all material respects, all obligations required to be performed thereunder; each lease is valid and subsisting in full force and effect and Sellers have performed in all material respects all obligations required to be performed thereunder and no condition exists which constitutes or, with notice, or lapse of time, would constitute a material default.

Section 5.12. Loans.

(a) Each Loan was made in the ordinary course of business, has been properly executed by the parties thereto, represents the valid, and binding obligation of the obligor, enforceable by the holder thereof in accordance with its terms, is free from any material defenses, contains customary enforcement provisions such that the rights and remedies of the holder thereof are adequate for enforcement of the Loans, and, unless approved by Sellers and documented in their files, no material provision of a Loan has been waived.

(b) Each Loan (such term to include, for purposes of this paragraph, the principal documents relating in any way to such Loans, including notes, mortgages, security instruments and guarantees) complies in all material respects with all requirements of applicable Federal, state, and local laws and regulations.

(c) Each Loan that is secured by collateral is secured by a perfected mortgage or security interest in the collateral in favor of Sellers as mortgagee or secured party. No collateral has been released from the hen granted to Sellers, unless approved by Sellers and documented in their files.

(d) No selection procedures believed to be adverse to Purchasers have been utilized by Sellers in selecting the Loans.

(e) Purchasers' sole remedy for a breach of the representations and warranties in this Section 5.12 shall be as provided in Section 4.1(b).

Section 5.13. Environmental Matters.

Except as previously disclosed to Purchasers in writing, to the actual knowledge of the Executive Officers of Sellers and without any investigation by such Executive Officers: (a) each Banking Center is, in all material respects, in compliance with all applicable Federal, state, local, or municipal statutes, ordinance, laws, and regulations and all orders, rulings, or other decisions of any court, administrative agency, or any other governmental authority relating to the protection of the environment, (b) no Banking Center contains any asbestos material; and (c) none of the Banking Centers has in the past contained or presently contains any underground storage tanks.

Section 5.14. Deposit Liabilities.

The assignment of the Deposit Liabilities is consistent with Sellers' proprietary transactional-based assignment system and no selection procedures believed to be adverse to Purchasers have been utilized by Sellers in selecting the Deposit Liabilities.

Section 5.15. Limitation of Representations and Warranties.

Except as may be expressly represented or warranted in this Agreement, neither NationsBank nor any other Seller makes any representation or warranty whatsoever with regard to any asset being transferred to Huntington or any liability or obligation being assumed by Huntington or as to any other matter or thing.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Huntington hereby represents and warrants to NationsBank as follows, which representations and warranties shall survive the Effective Time for a period of 24 months except as otherwise specifically herein provided:

Section 6.1. Corporate Organization.

Huntington is a corporation, duly organized, validly existing and in good standing under the laws of state of Maryland. Huntington has the corporate power and authority to carry on the business being acquired, to assume the liabilities being transferred, and to effect the transactions contemplated herein.

Section 6.2. No Violation.

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, will violate or conflict with (a) the charter or bylaws of Purchasers; (b) any material provision of any material agreement or any other material restriction of any kind to which Purchasers are a party or by which Purchasers are bound; (c) any material statute, law, decree, regulation or order of any governmental authority; or (d) any material provision which will result in a default under, or cause the acceleration of the maturity of, any material obligation or loan to which Purchasers are a party.

Section 6.3. Corporate Authority.

Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by the Board of Directors (or Executive Committee) of each corporate entity assuming liabilities and purchasing assets under this Agreement. No further corporate authorization on the part of Purchasers is necessary to consummate the transactions contemplated hereunder.

Section 6.4. Enforceable Agreement.

This Agreement has been duly executed and delivered by Huntington and is the legal, valid and binding agreement of Huntington enforceable in accordance with its terms.

Section 6.5. No Brokers.

AN negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by NationsBank and Huntington, and there has been no participation or intervention by any other person, firm or corporation employed or engaged by or on behalf of Purchasers in such a manner as to give rise to any valid claim against Seller or Purchasers for a brokerage commission, finder's fee or like commission.

ARTICLE VII

OBLIGATIONS OF PARTIES PRIOR TO AND AFTER EFFECTIVE TIME

Section 7.1. Full Access.

Sellers shall afford to the officers and authorized representatives of Huntington, upon prior notice and subject to NationsBank's normal security requirements, access to the properties, books and records pertaining to the Banking Centers specifically including but not limited to all books and records relating to the Deposit Liabilities, the Loans, the Real Property, and the Personal Property, and copies of the Real Estate Leases, the Tenant Leases, the Equipment Leases, and the Software Leases in order that Purchasers may have full opportunity to make reasonable investigations and to engage in operational planning, at reasonable times without interfering with the normal business and operations of the Banking Centers, or the affairs of NationsBank relating to the Banking Centers. Sellers will cooperate with Purchasers to the extent reasonably requested and legally permissible to provide Purchasers with information about Employees and a means to meet with Employees. The officers of Sellers shall furnish Huntington with two standard sets of such additional financial and operating data and other information as to its business and properties at the Banking Centers, or where otherwise located, as Huntington may, from time to time, reasonably request and as shall be available, including without limitation, information required for inclusion in all governmental applications necessary to effect this transaction. Any additional copies of such information shall be produced and provided at Huntington's expense. Nothing in this Section 7.1 shall require NationsBank to breach any obligation of confidentiality or to reveal any proprietary information, trade secrets or marketing or strategic plans. Records, including credit information relating to the Loans, will be made available for review by Purchasers no later than 30 calendar days after the execution of this Agreement. It is understood that certain of Sellers' records may be available only in the form of photocopies, film copies or other non-original and non-paper media.

Section 7.2. Delivery of Magnetic Media Records.

Sellers shall prepare or cause to be prepared at its expense and make available to Purchasers at Sellers' data processing center or other reasonably convenient location magnetic media records in Sellers field format as soon as possible and in any event not later than 60 calendar days after the execution of this Agreement and further shall make available to Purchasers such records updated monthly and as of the Closing Date, which records shall contain the information related to the items described in Subsections 3.2(b)(6), (b)(7) and (b)(8) above. Such updated records shall be made available at such time after Closing as agreed to by the parties. At its option, Sellers may provide such reports in paper format instead of magnetic media format.

Section 7.3. Application for Approval.

Within 30 calendar days following the execution of this Agreement, Purchasers shall prepare and file applications required by law with the appropriate regulatory authorities for approval to purchase and assume the aforesaid assets and liabilities, to establish branches at the locations of the Banking Centers, and to effect in all other respects the transactions contemplated herein. Such applications should indicate the possibility of the acquisition of alternate or substitute Banking Centers. Any amendments to such application to reflect alternate or substitute Banking Centers shall be filed within 10 business days after a Determination. Purchasers agree to process such applications in a diligent manner and on a priority basis and to provide NationsBank promptly with a copy of such applications as filed (except for any confidential portions thereof) and all material notices, orders, opinions, correspondence and other documents with respect thereto, and to use its best efforts to obtain all necessary regulatory approvals. On the date hereof, Huntington knows of no reason why such applications should not receive all such approvals. Purchasers shall promptly notify NationsBank upon receipt by Purchasers of notification that any application provided for hereunder has been accepted or denied. Sellers shall provide such assistance and information to Purchasers as shall be reasonably necessary for Purchasers to comply with the requirements of the applicable regulatory authorities.

Section 7.4. Conduct of Business; Maintenance of Properties.

From the date hereof until the Effective Time, NationsBank covenants that it will cause Sellers to:

(a) Carry on, or cause to be carried on, the business of the Banking Centers substantially in the same manner as on the date hereof, use all reasonable efforts to preserve intact its current business organization and preserve its business relationships with depositors, customers and others having business relationships with it and whose accounts will be retained at the Banking Centers; provided, however, that a Seller need not, in its sole discretion, advertise or promote new or substantially new customer services in the principal market area of the Banking Centers;

(b) Cooperate with and assist Purchasers in assuming the orderly transition of the business of the Banking Centers to Purchasers from Sellers; and

(c) Maintain the Real Property, the leased Banking Center locations and the Personal Property in their current condition, ordinary wear and tear excepted.

Section 7.5. No Solicitation by Sellers.

After the execution of this Agreement, Sellers will take reasonable steps to avoid causing Banking Center customers to transfer all or part of their Deposit or Loan business from the Banking Centers and for a period of 24 months after the Closing, Sellers will use their reasonable best efforts to avoid specifically targeting and soliciting customers assigned to the Banking Centers utilizing any customer or mailing list which consists primarily of such customers; provided, however, these restrictions shall not restrict general mass mailings, telemarketing calls, statement stuffers and other similar communications directed to all the current customers of Sellers or Sellers' affiliates, or to the public or newspaper, radio or television advertisements of a general nature or otherwise prevent Sellers from taking such actions as may be required to comply with any applicable federal or state laws, rules or regulations. In addition, these restrictions shall not restrict (a) the solicitation of (i) customers whose accounts are normally established or maintained in offices other than the Banking Centers, (ii) any credit or debit card customer of Sellers with regard to such card products, or (iii) any customer which has an agreement for merchant services with Sellers or Sellers' affiliates, including their venture partners (including Unified Merchant Services) for merchant services; (b) the ability of Sellers to install, operate and serve customers' needs through automated teller machines at any location; or (c) the solicitation of customers whose accounts are excluded by either Purchasers or Sellers from the transactions contemplated by this Agreement. The obligations of the parties hereunder shall specifically survive the closing for a period of 24 months.

In order to facilitate Sellers' compliance with the restrictions in this Section 7.5, Purchasers Will give prompt notice to Sellers of any mailing or other form of marketing that it determines is not consistent with such restrictions.

Section 7.6. Further Actions.

The parties hereto shall execute and deliver such instruments and take such other actions as the other party may reasonably require in order to carry out the intent of this Agreement. Included in such actions shall be the execution and delivery of additional powers of attorney and such other documents and instruments as shall be prepared and reasonably requested by Purchasers to transfer the Loans and all collateral related thereto. Such assistance will be provided to the Purchasers without costs for Sellers' personnel for a period of at least 12 months after the Closing Date.

Section 7.7. Fees and Expenses.

Subject to the provisions of Section 10.3, Purchasers shall be responsible for the costs of all title examinations, surveys, environmental investigation costs, their own attorneys' and accountants' fees and expenses, software license and transfer fees, recording costs, transfer fees, sales and use and other transfer taxes, regulatory applications and other expenses arising in connection therewith as well as all costs and expenses associated with the transfer or perfection of any security interests or liens securing Loans transferred hereunder. Sellers and Purchasers shall split equally the costs of title insurance premiums and documentary stamps and similar real estate transfer charges. Sellers shall be responsible for their own

attorneys' and accountants' fees and expenses related to this transaction. Sellers shall make no charge to the Purchasers for Sellers' personnel assigned to transition matters hereunder.

Section 7.8. Breaches with Third Parties.

If the assignment of any material claim, contract, license, lease, commitment, sales order or purchase order (or any material claim or right or any benefit arising thereunder) without the consent of a third party would constitute a breach thereof or materially affect the rights of Purchasers or Sellers thereunder, then such assignment is hereby made subject to such consent or approval being obtained.

If such consent or approval is not received with respect to the acquisition of a specific Banking Center lease, then that Banking Center will be excluded and Sellers will designate, subject to Purchasers' reasonable approval and regulatory approval, a substitute Banking Center.

Section 7.9. Operations.

Notwithstanding the foregoing, between the date of this Agreement and the Effective Time, and except as may be otherwise required by regulatory authority, Sellers shall not, without the prior consent of Purchasers, which consent shall not be unreasonably withheld:

(a) cause any Banking Center to engage or participate in any material transaction or incur or sustain any obligation which is material to its business, condition or operation;

(b) cause any Banking Center to transfer to Sellers' other operations any material amount of Transferred Assets, except for (i) supplies, if any, which have unique function in Sellers' business and ordinarily would not be useful to Purchasers, (ii) cash and other normal intrabank transfers which may be transferred in the ordinary course of business in accordance with normal banking practices and (iii) signs, or those parts thereof, bearing Sellers name and/or logo;

(c) except in the ordinary course of business at the unsolicited request of depositors (i) cause the Banking Centers to transfer to Sellers' other operations any Deposits Liabilities or (ii) cause any of Sellers' other operations to transfer to the Banking Centers any Deposits Liabilities;

(d) invest in any fixed assets on behalf of any Banking Center and for replacements of furniture, furnishing and equipment except for normal maintenance and refurbishing purchased or made in the ordinary course of business;

(e) enter into or amend any continuing contract (other than Deposit Liabilities and Loans) relating to the Banking Centers, which cannot be terminated without cause and without payment of any amounts as a penalty, bonus, premium or other compensation for termination, or which is not made in the ordinary course of business;

(f) undertake any actions which are inconsistent with a program to use all reasonable efforts to maintain good relations with customers and with employees employed at the Banking Centers, unless such actions are required or permitted by this

Agreement;

(g) hire into a Banking Center (other than to replace a departing employee and/or to bring the number of employees at the Banking Centers to normal staffing levels), transfer or reassign any employee of the Banking Centers (other than within the group of Banking Centers), increase the compensation of any employee of the Banking Center, or promote any of the employees, except where any such action is pursuant to and consistent with customary Sellers' procedures and policies;

(h) make any material change to its customary policies for setting rates on deposits offered at the Banking Centers;

(i) amend or modify any of its promotional, deposit account, or Loan practices at the Banking Centers other than amendments or modifications in the ordinary course of business in accordance with amendments or modifications undertaken at Sellers' branches other than the Banking Centers. Seller s shall underwrite and administer the Loans at the Banking Centers in accordance with its past standards and practices and in accordance with applicable laws and regulations;

(j) enter into any employment, severance, termination, or change in control contracts or understandings with any Banking Center employees;

(k) reduce the service charges on any deposit product or fee-based product (e.g. safe deposit boxes, money orders, cashier's checks) unless such reduction is implemented generally in Sellers' other branches;

(l) lease or sublease any space in any of the Banking Centers;

(m) until the Effective Time fail to maintain and update its general ledger on a basis consistent with its past accounting practices; or

(n) undertake any actions which would result in a Title Defect or fail to take any action to remove or cure a Title Defect caused by the Sellers after the date hereof.

Section 7.10. Destruction and Condemnation.

If a Banking Center is damaged or destroyed or condemned between the date hereof and the Closing, unless Sellers have repaired or replaced the damage or destroyed property, Purchasers may elect to either not acquire the Banking Center and the related assets or, at the discretion of Purchasers, Purchasers will acquire the Banking Center and Sellers will deliver to Purchasers any insurance proceeds, condemnation proceeds or other payment with respect to the Banking Center. If Purchasers elect not to acquire the Banking Center, then Sellers will have the right to designate, subject to Purchasers' reasonable approval and regulatory approval, a substitute Banking Center.

Section 7.11. Insurance.

As of the Effective Time, NationsBank will discontinue its insurance coverage maintained in connection with the Banking Centers and the activities conducted thereon. Huntington shall be responsible for all insurance protection for the Banking Centers' premises and the activities conducted thereon immediately following the Effective Time. Pending the Closing, risk of loss shall be the responsibility of NationsBank.

Section 7.12. Public Announcements.

Sellers and Purchasers agree that, from the date hereof, neither shall make any public announcement or public comment, regarding this Agreement or the transactions contemplated herein without first consulting with the other party hereto and reaching an agreement upon the substance and timing of such announcement or comment. Further, Sellers and Purchasers acknowledge the sensitivity of this transaction to the Employees and no announcements or communications with the public or the Employees shall be made without the prior approval of Sellers until the Effective Time.

Section 7.13. Tax Reporting.

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Sellers shall comply with all tax reporting obligations in connection with transferred assets and liabilities on or before the Effective Time, and Purchasers shall comply with all tax reporting obligations with respect to the transferred assets and liabilities after the Effective Time.

Section 7.14. Transitional Matters.
- ------------- ---------------------

Sellers shall use their best efforts to cooperate with Purchasers to assure an orderly transition of ownership of the Assets and Loans and responsibility for the liabilities, including the Deposit Liabilities, assumed by Purchaser hereunder. As soon as practicable following the date of this Agreement, but in no event later than 30 days after the date of this Agreement, Purchasers shall provide Sellers with a draft of a detailed transition plan covering operational aspects of the transition, including methods for the transmission of data and records. If Sellers do not accept any part or all of such plan, they must notify Purchasers in writing within 15 days after receiving such draft transition plan from Purchasers, whereupon the parties agree to use their best efforts to agree upon a mutually acceptable transition plan as soon as possible, but in no event later than 60 days after the date of this Agreement. Sellers shall use their best efforts to cooperate fully with Purchasers in implementing such transition plan.

ARTICLE VIII

CONDITIONS TO PURCHASERS OBLIGATIONS

The obligation of Purchasers to complete the transactions contemplated in this Agreement are conditioned upon fulfillment, on or before the Closing, of each of the following conditions:

Section 8.1. Representations and Warranties True.
- ------------ ------------------------------------

The representations and warranties made by Sellers in this Agreement shall be true in all material respects on and as of the Effective Time as though such representations and warranties were made at and as of such time, except for any changes permitted by the terms hereof or consented to by Purchasers.

Section 8.2. Obligations Performed.
- ------------ ----------------------

Sellers shall (a) deliver or make available to Purchasers those items required by Section 3.2 hereof, and (b) perform and comply in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by it prior to or on the Effective Time.

Section 8.3. No Adverse Litigation.
- ------------ ----------------------

As of the Effective Time, no action, suit or proceeding shall be pending or threatened against Sellers which is reasonably likely to (a) materially and adversely affect the business, properties and assets of the Banking Centers, or (b) materially and adversely affect the transactions contemplated herein.

Section 8.4. Regulatory Approval.
- ------------ --------------------

(a) Purchasers shall have received all necessary regulatory approvals of the transactions provided in this Agreement, all notice and waiting periods required by law to pass shall have passed, no proceeding to enjoin, restrain, prohibit or invalidate such transactions shall have been instituted or threatened, and any conditions of any regulatory approval shall have been met.

(b) Such approvals shall not have imposed any condition which is materially disadvantageous or burdensome to Purchasers.

Section 8.5. Loan to Deposit Ratio.
- ------------ ----------------------

At the date of the Pre-Closing Balance Sheet, the aggregate principal amount of Loans will be at least equal to 60% of the aggregate amount of the Deposit Liabilities; provided, however, that for purposes of determining this ratio, the principal amount of any Loans rejected by Purchasers pursuant to Section 2.4(b)(6) hereof shall be deemed to be included in the aggregate principal amount of the Loans.

ARTICLE IX

CONDITIONS TO SELLERS OBLIGATIONS

The obligation of Sellers to complete the transactions contemplated in this Agreement are conditioned upon fulfillment, on or before the Closing, of each of the following conditions:

Section 9.1. Representations and Warranties True.

The representations and warranties made by Purchasers in this Agreement shall be true in all material respects at and as of the Effective Time as though such representations and warranties were made at and as of such time, except for any changes permitted by the terms hereof or consented to by Sellers.

Section 9.2. Obligations Performed.

Purchasers shall (a) deliver to Sellers those items required by Section 3.2 hereof, and (b) perform and comply in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by it prior to or on the Effective Time.

Section 9.3. No Adverse Litigation.

As of the Effective Time, no action, suit or proceeding shall be pending or threatened against Purchasers or Sellers which might materially and adversely affect the transactions contemplated hereunder.

Section 9.4. Regulatory Approval.

(a) Sellers shall have received from the appropriate regulatory authorities approval of the transactions contemplated herein, waiting periods required by law to pass shall have passed, no proceeding to enjoin, restrain, prohibit or invalidate such transactions shah have been instituted or threatened, and any conditions of any regulatory approval shall have been met.

(b) Such approvals or Purchasers' corresponding regulatory approvals shall not have imposed any condition which is materially disadvantageous or burdensome to Sellers and neither such regulatory approvals nor the provisions of this Agreement will have required any action by NationsBank or Sellers which would result in the loss of, or modification to, regulatory approval of the Barnett Transaction.

Section 9.5. Barnett Transaction Closing.

The Barnett Transaction shall have closed without the imposition of regulatory conditions which would adversely impact the ability of Sellers to close this Agreement.

ARTICLE X

TERMINATION

Section 10.1. Methods of Termination.

This Agreement may be terminated in any of the following ways:

(a) by either Huntington or NationsBank, in writing five calendar days in advance of such termination, if the Closing has not occurred by June 30, 1998;

(b) at any time on or prior to the Effective Time by the mutual consent in writing of Huntington and NationsBank;

(c) by Huntington in writing if the conditions set forth in Article VIII of this Agreement shall not have been met by NationsBank or waived in writing by Huntington prior to the date fixed for Closing;

(d) by NationsBank in writing if the conditions set forth in Article IX of this Agreement shall not have been met by Huntington or waived in writing by NationsBank prior to the date fixed for Closing;

(e) any time prior to the Effective Time, NationsBank or Huntington in writing if the other shall have been in breach of any representation and warranty in any material respect (as if such representation and warranty had been made on and as of the date hereof and on the date of the notice of breach referred to below), or in breach of any covenant, undertaking or obligation contained herein, and such breach has not been cured by the earlier of 30 calendar days after the giving of notice to the breaching party of such breach or the Effective Time; provided, however, that there shall be no cure period in connection with any breach of Section 7.3 hereof, so long as such breach by Purchasers was not caused by any action or inaction of Sellers, and NationsBank may terminate this Agreement immediately if regulatory applications are not filed within 30 calendar days after the date of this Agreement as provided in that Section;

(f) by NationsBank in writing at any time after any applicable regulatory authority has denied approval of any application of Purchasers for approval of the transactions contemplated herein; or

(g) by either Huntington or NationsBank, in writing five calendar days in advance of such termination, if the Barnett Transaction is terminated prior to completion.

Section 10.2. Procedure Upon Termination.

In the event of termination pursuant to Section 10.1 hereof, and except as otherwise stated therein, written notice thereof shall be given to the other party, and this Agreement shall terminate immediately upon receipt of such notice unless an extension is consented to by the party having the right to terminate.

If this Agreement is terminated as provided herein,

(a) each party will return all documents, work papers and other materials of the other party, including photocopies or other duplications thereof, relating to this transaction, whether obtained before or after the execution hereof, to the party furnishing the same;

(b) all information received by either party hereto with respect to the business of the other party (other than information which is a matter of public knowledge or which has heretofore been published in any publication for public distribution or filed as public information with any governmental authority) shall not at any time be used for any business purpose by such party or disclosed by such party to third persons; and

(c) each party will pay its own expenses.

Section 10.3. Payment of Expenses.

Should the transactions contemplated herein not be consummated because of a party's breach of this Agreement, in addition to such damages as may be recoverable in law or equity, the other party shall be entitled to recover from the breaching party upon demand, itemization and documentation, its reasonable outside legal, accounting, consulting and other out-of-pocket expenses.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.1. Completion of Barnett Transaction.

Sellers and Purchasers acknowledge that the completion of the transactions contemplated by this Agreement are contingent and dependent upon the completion and closing of the Barnett Transaction. In the event that this Agreement is terminated as provided for in Section 10.1(g), upon such termination neither party shall be obligated in any way to the other.

Section 11.2. Assignment to Subsidiaries.

At their discretion, both NationsBank and Huntington may cause the obligations of "Sellers" and "Purchasers" under this Agreement, as the case may be, to be fulfilled by their respective banking and corporate subsidiaries. Upon identification by NationsBank and Huntington of the subsidiaries to be considered a seller or purchaser, NationsBank and Huntington shall cause those subsidiaries to enter into such agreements as may be necessary to bind those subsidiaries as additional parties to this Agreement.

Section 11.3. Amendment and Modification.

The parties hereto, by mutual consent may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

Section 11.4. Waiver or Extension.

Except with respect to required approvals of the applicable governmental authorities, either party, by written instrument signed by a duly authorized officer, may extend the time for the performance of any of the obligations or other acts of the other party and may waive (a) any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (b) compliance with any of the undertakings, obligations, covenants or other acts contained herein.

Section 11.5. Assignment.

This Agreement and all of the provisions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other.

Section 11.6. Confidentiality.

NationsBank and Huntington agree that any confidentiality agreements between NationsBank and Huntington shall survive the execution hereof and the consummation of the transactions contemplated herein.

Section 11.7. Addresses for Notices, Etc.

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) deposited in the United States Mail by registered or certified mail, return receipt requested, (c) sent by telecopier (with electronic confirmation of receipt), provided that a copy is mailed by registered or certified mail, return receipt requested, or (d) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

If to Sellers:	NationsBank Corporation Attn.: Frank L. Gentry 100 North Tryon Street NC1-007-33-02 Charlotte, NC 28255 Fax: (704) 386-6416
with a copy to:	NationsBank Corporation Attn: General Counsel 100 North Tryon Street NC1-007-20-01 Charlotte, NC 28255 Fax Number: (704) 386-2400
If to Purchasers:	Huntington Bancshares Incorporated Attn: Zuheir Sofia, President 41 South High Street Columbus, Ohio 43287 Fax Number: (614) 480-5485
with a copy to:	Ralph K. Frasier, Esq. General Counsel and Secretary Huntington Bancshares Incorporated 41 South High Street

Columbus, Ohio 43287
Fax Number: (614) 480-5485

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

Section 11.8. Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.9. Headings.

The headings of the Sections and Articles of this Agreement are inserted for convenience only and shall not constitute a part thereof

Section 11.10. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Florida.

Section 11.11. Sole Agreement.

Except for the Confidentiality Agreement, this Agreement and the exhibits and attachments hereto represent the sole agreement between the parties hereto respecting the transactions contemplated hereby and all prior or contemporaneous written or oral proposals, agreements in principle, representations, warranties and understandings between the parties with respect to such matters are superseded hereby and merged herein.

Section 11.12. Parties In Interest.

Nothing in this Agreement, express or implied, expressly including, without limiting the generality of the foregoing in any way, the provisions of Section 2.6(a) hereof, is intended or shall be construed to confer upon or give to any person (other than the parties hereto, their successors and permitted assigns) any rights or remedies under or by reason of this Agreement, or any term, provision, condition, undertaking, warranty, representation, indemnity, covenant or agreement contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the date first written above.

NATIONSBANK CORPORATION

By: /s/ Frank L. Gentry

Name: Frank L. Gentry

Title: Executive Vice President

HUNTINGTON BANCSHARES
INCORPORATED

By: /s/ Zuheir Sofia

Name: Zuheir Sofia

Title: President & Chief Operating Officer

PURCHASE AND ASSUMPTION AGREEMENT

BETWEEN

NATIONSBANK CORPORATION

AND

HUNTINGTON BANCSHARES INCORPORATED

EXHIBIT LIST

EXHIBIT NO.	DESCRIPTION
1.1(b)	List of Banking Centers

OMITTED EXHIBITS

2.1(b)	List of Excluded Assets
2.40(j)	Form of Power of Attorney
2.6(a)	Severance Benefits
3.2(b)(1)	Form of Special Warranty Deed
3.2(b)(2)	Form of Bill of Sale
3.2(b)(3)	Form of Assignment and Assumption Agreement
3.2(b)(4)	Form of Assignment and Assumption of Lease
3.2(b)(15)	Form of Closing Statement
3.2(b)(19)	Form of Title Insurance Affidavit

EXHIBIT 1.1(b)

PURCHASE AND ASSUMPTION AGREEMENT

BETWEEN

NATIONSBANK CORPORATION

AND

HUNTINGTON BANCSHARES INCORPORATED

LIST OF BANKING CENTERS

MARKET	BRANCH NAME	ADDRESS
Brevard	Downtown Melbourne	1109 E. New Haven Ave., Melbourne
Brevard	Port Malabar	4600 Dixie Highway NE, Palm Bay
Brevard	Rockledge	234 Barton Boulevard, Rockledge
Brevard	Suntree	3303 Suntree Boulevard, Melbourne
Daytona	Countryside	1058 Dunlawton Avenue, Port Orange
Daytona	Flagler Plaza	100 Flagler Plaza Drive, Palm Coast
Daytona	Downtown Daytona	200 South Palmetto Avenue, Daytona Beach

Daytona	North Causeway	111 North Causeway, New Smyma Beach
Ft. Myers	South Fort Myers	12381 South Tamiami Trail, Fort Myers
Ft. Myers	Barnett Centre	2000 South Main Street, Fort Myers
Ft. Myers	North Forty-One	13901 North Cleveland Avenue, Fort Myers
Ft. Myers	Pine Island	9820 Stringfellow Rd., Saint James City
Ft. Myers	San Carlos	18875 South Tamiami Trail, Fort Myers
Ft. Myers	Chiquita	1533 Cape Coral Parkway West, Cape Coral
Ft. Myers	Riverdale	14490 Palm Beach Road, Fort Myers

MARKET	BRANCH NAME	ADDRESS
Sarasota	South Bridge	1670 South Venice Bypass, Venice
Sarasota	Englewood	333 South Indiana Avenue, Englewood
Sarasota	South Gate	3550 South Tamiami Trail, Sarasota
Sarasota	South Venice	2090 South Tamiami Trail, South, Venice
Sarasota	North Trail	3300 North Tamiami Trail, Sarasota
Sarasota	Bradenton/Downtown	1001 3rd Avenue West, Bradenton
Sarasota	DeSoto Square	4303 1st Street, Bradenton
Sarasota	Barnett Bank Center	240 South Pineapple, Sarasota
Sarasota	Sarasota Square	8055 Beneva, Sarasota
Sarasota	Nokomis	1099 North Tamiami Trail, Nokomis
Sarasota	Ellenton	6102 US Highway 301 North, Ellenton
Tampa	East Clearwater	2150 Cleveland Street, Clearwater
Tampa	Central Plaza	3100 Central Avenue, Saint Petersburg

Tampa	North Oakhurst	9130 Oakhurst Road, Seminole
Tampa	Roosevelt	15201 Roosevelt Boulevard, Clearwater
Tampa	East Lake Office	36105 East Lake Road, Palm Harbor
Tampa	Southeast	4250 6th Street South, Saint Petersburg
Tampa	Park Plaza	7694 49th Street, Pinellas Park
Tampa	Clearwater Beach	423 Mandalay Avenue, Clearwater
Tampa	4th Street North	2116 4th Street North, Saint Petersburg
Tampa	Oldsmar	200 Oakleaf Boulevard, Oldsmar
Tampa	Countryside	26627 US Highway 19 North, Clearwater
Tampa	56th Street	6925 North 56th Street, Tampa
Tampa	Fletcher	13502 North Florida Avenue, Tampa
Tampa	University	2208 East Fowler Avenue, Tampa
Tampa	Ruskin	502 North US Highway 41, Ruskin
Tampa	West Village Common	5370 Erlich Road, Tampa
Tampa	South Dale Mabry	4005 South Dale Mabry Highway, Tampa

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MARKET	BRANCH NAME	ADDRESS
<S>	<C>	<C>
Tampa	Sabal Park	9601 Martin Luther King Blvd. E., Tampa
Tampa	Broadway	1701 East 7th Avenue, Tampa
Tampa	Tampa Stadium	4545 North Himes Avenue, Tampa
Tampa	Spring Hill Plaza	7539 Spring Hill Drive, Spring Hill
Tampa	Brooksville Medical Center	702 South Broad Street, Brooksville
Tampa	Regency Park	10220 US Highway 19, Port Richey
Tampa	Zephyrhills	7344 Gall Boulevard, Zephyrhills
Tampa	Gulf Trace	2865 US Highway 19, Holiday
Tampa	Pasco Square	4041 Rowan Road, New Port Richey
Tampa	Main Street	6128 Highway 19, New Port Richey

Tampa	Tarpon Springs	205 East Tarpon Avenue, Tarpon Springs
Tampa	Hyde Park	601 West Platt Street, Tampa
Tampa	Plant City Downtown	105 South Wheeler Street, Plant City
Tampa	Spring Hill North	7165 Mariner Boulevard, Spring Hill
Tampa	Fivay Road	14207 Fivay Road, Hudson
Tampa	County Road 1	1300 State Road 584, Palm Harbor
Tampa	Seminole	7405 Seminole Blvd. (US Alt. 19), Seminole

</TABLE>

Exhibit 3(ii)

ATTACHMENT I

HUNTINGTON BANCSHARES INCORPORATED

BYLAWS

(AMENDED AND RESTATED NOVEMBER 19, 1997)

ARTICLE I.

STOCKHOLDERS

SECTION 1.01. ANNUAL MEETING. The Corporation shall hold an annual meeting of its stockholders to elect directors and transact any other business within its powers, at such time and on such date during the thirty-one day period beginning March 30 and ending April 29 as the Board of Directors shall determine. In the absence of a determination by the Board of Directors, the annual meeting of stockholders shall be held at 3:00 p.m. on the third Thursday of April in each year if not a legal holiday, and if a legal holiday, then on the next secular day following. At the annual meeting, the stockholders shall elect a Board of Directors and may transact any other business as may be brought before the annual meeting by the Board of Directors or by any stockholder as set forth in Section 1.09 of these Bylaws.

SECTION 1.02. SPECIAL MEETING. At any time in the interval between annual meetings, a special meeting of the stockholders may be called by the Chairman of the Board, the President, a majority of the Board of Directors by vote at a meeting or in writing (addressed to the Secretary of the Corporation), or by the stockholders on the written request (addressed to the Secretary of the Corporation) of stockholders entitled to cast at least a majority of all the votes entitled to be cast at the meeting.

SECTION 1.03. PLACE OF MEETINGS. Meetings of stockholders shall be held at such place in the United States as is set from time to time by the Board of Directors.

SECTION 1.04. NOTICE OF MEETINGS; WAIVER OF NOTICE. Not less than ten nor more than 90 days before each stockholders' meeting, the Secretary shall give written notice of the meeting to each stockholder entitled to vote at the meeting and each other stockholder entitled by statute to notice of the meeting. The notice shall state the time and place of the meeting and, if the meeting is a special meeting or notice of the purpose is required by statute, the purpose of the meeting. Notice is given to a stockholder when it is personally delivered to him, left at his residence or usual place of business, or mailed to him at his address as it appears on the records of the Corporation. Notwithstanding the foregoing provisions, each person who is entitled to notice waives notice if he before or after the meeting signs a waiver of the notice which is filed with the records of stockholders' meetings, or is present at the meeting in person or by proxy.

SECTION 1.05. QUORUM; VOTING. Unless statute or the Charter provides otherwise, at any meeting of stockholders the presence in person or by proxy of stockholders entitled to cast a majority

of all the votes entitled to be cast at the meeting constitutes a quorum, and a majority of all the votes cast at a meeting at which a quorum is present is sufficient to approve any matter which properly comes before the meeting, except that a plurality of all votes cast at a meeting at which a quorum is present is sufficient to elect a director.

SECTION 1.06. ADJOURNMENTS. Whether or not a quorum is present, a meeting of stockholders convened on the date for which it was called may be adjourned from time to time by the presiding officer or by the stockholders present in person or by proxy by a majority vote. Any business which might have been transacted at the meeting as originally notified may be deferred and transacted at any such adjourned meeting at which a quorum shall be present. No further notice of an adjourned meeting other than by announcement shall be necessary if held on a date not more than 120 days after the original record date.

SECTION 1.07. GENERAL RIGHT TO VOTE; PROXIES. Unless the Charter provides for a greater or lesser number of votes per share or limits or denies voting rights, each outstanding share of stock, regardless of class, is entitled to one vote on each matter submitted to a vote at a meeting of stockholders. A stockholder may vote the stock he owns of record either in person or by written proxy signed by the stockholder or by his duly authorized attorney-in-fact.

Unless a proxy provides otherwise, it is not valid more than 11 months after its date.

SECTION 1.08. NOMINATIONS OF PERSONS FOR ELECTION TO THE BOARD OF DIRECTORS. No person shall be appointed, nominated or elected a director of the Corporation after having attained the age of 75 years. Notwithstanding the above, no person who has been employed on a full-time basis by this Corporation or one of its direct or indirect subsidiaries may be appointed, nominated or elected a director of the Corporation after having attained the age of 65 years except (i) any such person who, as of the date of these Bylaws, is over the age of 65 years and is serving as a director and (ii) the Chief Executive Officer of this Corporation.

Only persons nominated in accordance with the procedures set forth in this Section 1.08 shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the Corporation may be made at a meeting of stockholders by or at the direction of the Board of Directors, or by any stockholder of the Corporation entitled to vote for the election of directors at such a meeting who complies with the notice procedures set forth in this Section 1.08. Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the Corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not less than 30 days nor more than 60 days prior to the date of a stockholder meeting; provided, however, that if less than 40 days' notice or prior public disclosure of the date of the stockholders' meeting is given or made to the stockholders, notice by the stockholder to be timely must be so delivered or received not later than the close of business on the 10th day following the earlier of (i) the day on which such notice of the date of the meeting was mailed or (ii) the day on which such public disclosure was made.

A stockholder's notice to the Secretary shall set forth (i) as to each person whom the stockholder proposes to nominate for election as a director, (a) the name, age, business address and residence address of such person, (b) the principal occupation or employment of such person during each of the last five years, (c) the class and number of shares of the Corporation which are beneficially owned by such person on the date of such stockholder's notice, and (d) any other information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, or any successor act or regulation (including without limitation such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); and (ii) as to the stockholder giving the notice, (a) the name and address, as they appear on the Corporation's books, of the stockholder and any other stockholders known by such stockholder to be supporting such nominees, and (b) the class and number of shares of the Corporation which are beneficially owned by such stockholder on the date of such stockholder's notice and by any other stockholders known by such stockholder to be supporting such nominees on the date of such stockholder's notice. The Corporation may require any proposed nominee to furnish such other information as may be reasonably required by the Corporation to determine the qualifications of such proposed nominee to serve as a director of the Corporation.

No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 1.08. The chairman of the stockholders meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these Bylaws, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

SECTION 1.09. STOCKHOLDER PROPOSALS. At an annual or special meeting of stockholders, only such business shall be conducted, and only such proposals shall be acted upon, as shall have been properly brought before such meeting. To be properly brought before a meeting of stockholders, business must be (i) in the case of a special meeting, specified in the notice of the special meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (ii) properly brought before the meeting by or at the direction of the Board of Directors, or (iii) otherwise properly brought before the meeting by a stockholder. For business to be properly brought before a meeting of stockholders by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not less than 30 days nor more than 60 days prior to the stockholder meeting; provided, however, that if less than 40 days' notice or prior public disclosure of the date of the meeting is given or made to the stockholders, notice by the stockholder to be timely must be so delivered or received not later than the close of business on the 10th day following the earlier of (i) the day on which such notice of the date of the meeting was mailed, or (ii) the day on which such public disclosure was made.

A shareholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before a meeting of stockholders, (i) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting, (ii) the

name and address, as they appear on the Corporation's books, of the stockholder proposing such business and any stockholders known by such stockholder to be supporting such proposal, (iii) the class and number of shares of the Corporation which are beneficially owned by the stockholder on the date of such stockholder's notice and by any other stockholders known by such stockholder to be supporting such proposal on the date of such stockholder's notice, and (iv) any material interest of the stockholder in such proposal.

Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at a meeting of stockholders except in accordance with the procedures set forth in this Section 1.09. The chairman of the stockholder meeting shall, if the facts warrant, determine and declare to the meeting that the business was not properly brought before the meeting in accordance with the procedures prescribed by these Bylaws, and if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

SECTION 1.10. CONDUCT OF VOTING. At all meetings of stockholders, unless the voting is conducted by inspectors, the proxies and ballots shall be received, and all questions relating to the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided, by the chairman of the meeting. If demanded by stockholders, present in person or by proxy, entitled to cast 10% in number of votes entitled to be cast, or if ordered by the chairman of the meeting, the vote upon any election or question shall be taken by ballot and, upon like demand or order, the voting shall be conducted by two inspectors, in which event the proxies and ballots shall be received; and all questions relating to the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided, by such inspectors. Unless so demanded or ordered, no vote need be by ballot and voting need not be conducted by inspectors. The stockholders at any meeting may choose an inspector or inspectors to act at such meeting, and in default of such election, the chairman of the meeting may appoint an inspector or inspectors. No candidate for election as a director at a meeting shall serve as an inspector.

ARTICLE II.

BOARD OF DIRECTORS

SECTION 2.01. FUNCTION OF DIRECTORS. The business and affairs of the Corporation shall be managed under the direction of its Board of Directors. All powers of the Corporation may be exercised by or under authority of the Board of Directors, except as conferred on or reserved to the stockholders by statute or by the Charter or these Bylaws.

SECTION 2.02. NUMBER OF DIRECTORS. The Corporation shall have the number of directors provided by the Charter until changed as provided in this Section 2.02. A majority of the entire Board of Directors may alter the number of directors set by the Charter to not more than 25 nor less than three directors; provided that any such action may not affect the tenure of office of any director.

SECTION 2.03. ELECTION AND TENURE OF DIRECTORS. Beginning with the election of directors in 1987, the Board of Directors shall be divided into three classes, Class 1, Class II and Class III. Each such class shall consist, as nearly as possible, of one-third of the total number of directors, and any remaining directors shall be included within such class or classes as the Board of Directors shall designate. At the annual meeting of stockholders in 1987, Class I directors shall be elected for a one-year term, Class II directors for a two-year term, and Class III directors for a three-year term. Except as provided in Section 2.04 of this Article II, at each succeeding annual meeting of stockholders beginning in 1988, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible. Any director who has been employed on a full-time basis by the Corporation and who has attained the age of 65 years, or any other director who has attained the age of 75 years, shall retire effective on the date of the next annual meeting of stockholders. Notwithstanding the foregoing, any director who has been employed on a full-time basis by the Corporation and (i) who, as of the date of these Bylaws has attained the age of 65 years or (ii) is the Chief Executive Officer of this Corporation, shall retire effective on the date of next annual meeting of stockholders after such director attains the age of 75 years. A director may otherwise be removed from office for cause only and, subject to such removal, death, resignation, retirement or disqualification, shall hold office until the annual meeting for the year in which his term expires and until his successor shall be elected and qualify.

SECTION 2.04. VACANCY ON BOARD. The stockholders may elect a successor to fill a vacancy on the Board of Directors which results from the retirement or removal of a director. A director elected by the stockholders to fill such a vacancy serves for the balance of the term of the retired or removed director. A majority of the remaining directors, whether or not sufficient to constitute a quorum, may fill a vacancy on the Board of Directors which results from any cause except an increase in the number of directors and a majority of the entire Board of Directors may fill a vacancy which results from an increase in the number of directors. A director elected by the Board of Directors to fill a vacancy serves until the next annual meeting of stockholders and until his successor is elected and qualifies.

SECTION 2.05. REGULAR MEETINGS. After each annual meeting of stockholders at which directors shall have been elected, the Board of Directors shall meet as soon as practicable for the purpose of organization and the transaction of other business. Such first regular meeting shall be held at any place as may be designated by the Chairman, President or Board of Directors for such first regular meeting, or in default of such designation at the place of the holding of the immediately preceding meeting of stockholders. Any other regular meeting of the Board of Directors shall be held on such date and at any place as may be designated from time to time by the Chairman of the Board. No notice of such regular meetings shall be necessary if held as hereinabove provided.

SECTION 2.06. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board, the President or by a majority of the then-acting directors by vote at a meeting or in writing, or by a majority of the members of the executive committee, if one

be constituted, by vote at a meeting or in writing. A special meeting of the Board of Directors shall be held on such date and at any place as may be designated from time to time by the Board of Directors. In the absence of such designation, such meeting shall be held at such place as may be designated in the call.

SECTION 2.07. NOTICE OF MEETING. Except as provided in Section 2.05, the Secretary shall give notice or cause to be given to each director of each regular and special meeting of the Board of Directors. The notice shall state the time and place of the meeting. Notice is given to a director when it is delivered personally to him, left at his residence or usual place of business, or sent by telegraph or telephone, at least 48 hours before the time of the meeting or, in the alternative, by mail to his address as it shall appear on the records of the Corporation, at least 72 hours before the time of the meeting; provided, however, that notice of a special meeting which is called by the Chairman or the President is given to a director when it is delivered personally to him or sent by telegraph or telephone at least one hour before the time of the meeting. Unless these Bylaws or a resolution of the Board of Directors provides otherwise, the notice need not state the business to be transacted at or the purposes of any regular or special meeting of the Board of Directors. No notice of any meeting of the Board of Directors need be given to any director who attends, or to any director who, in writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any regular or special meeting of the Board of Directors may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

SECTION 2.08. ACTION BY DIRECTORS. Unless statute, the Charter or these Bylaws requires a greater proportion, the action of a majority of the directors present at a meeting at which a quorum is present is the action of the Board of Directors. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business. In the absence of a quorum, the directors present, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting, if an unanimous written consent which sets forth the action is signed by each member of the Board of Directors and filed with the minutes of the proceedings of the Board of Directors.

SECTION 2.09. MEETING BY CONFERENCE TELEPHONE. Members of the Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting.

SECTION 2.10. COMPENSATION. The Board of Directors shall have the authority to fix the compensation of the Directors. The directors may be paid their expenses, if any, of attendance at each regular and special meeting of the Board of Directors or committees thereof. In addition, by resolution of the Board of Directors, a stated annual retainer and/or a fixed sum for attendance at

each regular or special meeting of the Board of Directors or committees thereof, and other compensation for their services as such, may be paid to directors. A director who serves the Corporation in any other capacity also may receive compensation for such other services.

ARTICLE III.

COMMITTEES

SECTION 3.01. COMMITTEES. The Board of Directors may appoint from among its members an Executive Committee and other committees composed of two or more directors and delegate to these committees any of the powers of the Board of Directors, except the power to declare dividends or other distributions on stock, elect directors, issue stock other than as provided in the next sentence, recommend to the stockholders any action which requires stockholder approval, amend these Bylaws, or approve any merger or share exchange which does not require stockholder approval. If the Board of Directors has given general authorization for the issuance of stock, a committee of the Board of Directors, in accordance with a general formula or method specified by the Board of Directors by resolution or by adoption of a stock option or other plan, may fix the terms of stock subject to classification or reclassification and the terms on which any stock may be issued, including all terms and conditions required or permitted to be established or authorized by the Board of Directors.

SECTION 3.02. COMMITTEE PROCEDURE. The Board of Directors shall have the power to prescribe the manner in which proceedings of each committee shall be held. Unless the Board of Directors shall otherwise provide, the actions of each committee shall be governed by the following rules of procedure. A majority of the members of a committee shall constitute a quorum for the transaction of business and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. The members of a committee present at any meeting, whether or not they constitute a quorum, may appoint a director to act in the place of an absent member. Any action required or permitted to be taken at a meeting of a committee may be taken without a meeting, if an unanimous written consent which sets forth the action is signed by each member of the committee and filed with the minutes of the committee. The members of a committee may conduct any meeting thereof by conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting. In the absence of any prescription by the Board of Directors or any applicable provision of these Bylaws, each committee may prescribe the manner in which its proceedings shall be conducted.

SECTION 3.03. DELEGATION. The Board of Directors may delegate to officers, employees or agents, the performance of duties not specifically required by law or these Bylaws to be performed by the Board of Directors.

ARTICLE IV.

OFFICERS

SECTION 4.01. EXECUTIVE AND OTHER OFFICERS. The Corporation shall have a President, a Secretary, and a Treasurer and may also have a Chairman of the Board, which officers shall be the executive officers of the Corporation. The Board of Directors may designate who shall serve as Chief Executive Officer, having general supervision of the business and affairs of the Corporation, and as Chief Operating Officer, having supervision of the operations of the Corporation. In the absence of designation the Chairman shall serve as Chief Executive Officer. The Corporation may also have one or more Vice Presidents (which may be designated Executive Vice President, Senior Vice President or Vice President), assistant officers and such other officers as may be established by the Board of Directors. A person may hold more than one office in the Corporation but may not serve concurrently as both President and Vice President of the Corporation. The Chairman of the Board and President shall be directors. The other officers may be directors.

SECTION 4.02. ELECTION, TENURE AND REMOVAL OF OFFICERS. The Board of Directors shall elect the officers or may from time to time authorize any committee or officer to appoint assistant and subordinate officers. The officers shall be appointed to hold their respective offices during the pleasure of the Board of Directors. The Board of Directors or, as to any assistant or subordinate officer, any committee or officer authorized by the Board of Directors, may remove an officer at any time. The removal of an officer does not prejudice any of his contractual rights. The Board of Directors or, as to any assistant or subordinate officer, any committee or officer authorized by the Board of Directors, may fill a vacancy which occurs in any office.

SECTION 4.03. CHAIRMAN OF THE BOARD. The Chairman of the Board, if one be elected, shall preside at all meetings of the Board of Directors and of the stockholders at which he shall be present; he may sign and execute, in the name of the Corporation, all authorized deeds, mortgages, bonds, contracts or other instruments of every description. In general, he shall perform all such duties as are from time to time assigned to him by the Board of Directors.

SECTION 4.04. PRESIDENT. The President, in the absence of the Chairman of the Board, shall preside at all meetings of the Board of Directors and of the stockholders at which he shall be present; he may sign and execute, in the name of the Corporation, all authorized deeds, mortgages, bonds, contracts or other instruments of every description. In general, he shall perform all duties usually performed by a president of a corporation and such other duties as are from time to time assigned to him by the Board of Directors or the Chief Executive Officer of the Corporation.

SECTION 4.05. VICE PRESIDENTS. The Vice President or Vice Presidents, at the request of the Chief Executive Officer or the President, or in the President's absence or during his inability to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. If there be more than one Vice President, the Board of Directors may determine which one or more of the Vice Presidents shall perform any of such duties or exercise any

of such functions, or if such determination is not made by the Board of Directors, the Chief Executive Officer, or the President may make such determination; otherwise any of the Vice Presidents may perform any of such duties or exercise any of such functions. The Vice President or Vice Presidents shall have such other powers and perform such other duties, and have such additional descriptive designations in their titles, if any, as are from time to time assigned to them by the Board of Directors, the Chief Executive Officer, or the President.

SECTION 4.06. SECRETARY. The Secretary shall keep the minutes of the meetings of the stockholders and the Board of Directors in books provided for such purpose; he shall see that all notices are duly given in accordance with the provision of these Bylaws or as required by law; he shall be custodian of the records of the Corporation; he may witness any document on behalf of the Corporation, the execution of which is duly authorized, see that the corporate seal is affixed where such document is required or desired to be under its seal, and, when so affixed, may attest the same; and, in general, he shall perform all duties incident to the office of a secretary of a corporation, and such other duties as are from time to time assigned to him by the Board of Directors, the Chief Executive Officer, or the President.

SECTION 4.07. TREASURER. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit, or cause to be deposited, in the name of the Corporation, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the executive officers. He shall render to the Chief Executive Officer, the President and the Board of Directors, whenever requested, an account of the financial condition of the Corporation; and, in general, he shall perform all the duties incident to the office of a treasurer of a corporation, and such other duties as are from time to time assigned to him by the Board of Directors, the Chief Executive Officer, or the President.

SECTION 4.08. ASSISTANT AND SUBORDINATE OFFICERS. The assistant and subordinate officers of the Corporation are all officers below the office of Vice President, Secretary, or Treasurer. The assistant or subordinate officers shall have such duties as are from time to time assigned to them by the Board of Directors, the Chief Executive Officer, the President or any committee or officer authorized by the Board of Directors to appoint any such assistant and subordinate officers.

ARTICLE V.

STOCK

SECTION 5.01. CERTIFICATES FOR STOCK. Each stockholder is entitled to certificates which represent and certify the shares of stock he holds in the Corporation. Each stock certificate shall include on its face the name of the Corporation, the name of the stockholder or other person to whom it is issued, and the class of stock and number of shares it represents. The certificate shall be in such form, not inconsistent with law or with the Charter, as shall be approved by the Board of Directors or any officer or officers designated for such purpose by resolution of the Board of Directors. Each stock certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and

countersigned by the Secretary, an Assistant Secretary, the Treasurer, or an Assistant Treasurer. Each certificate may be sealed with the actual corporate seal or a facsimile of it or in any other form and the signatures may be either manual or facsimile signatures. A certificate is valid and may be issued whether or not an officer who signed it is still an officer when it is issued.

SECTION 5.02. TRANSFER. The Board of Directors shall have the power and authority to make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates of stock; and may appoint transfer agents and registrars thereof. The duties of transfer agent and registrar may be combined.

SECTION 5.03. RECORD DATE AND CLOSING OF TRANSFER BOOKS. The Board of Directors may set a record date or direct that the stock transfer books be closed for a stated period for the purpose of making any proper determination with respect to the stockholders, including which stockholders are entitled to notice of a meeting, vote at a meeting, receive a dividend, or be allotted other rights. The record date may not be prior to the close of business on the day the record date is fixed and may not be more than 90 days before the date on which the action requiring the determination will be taken; the transfer books may not be closed for a period longer than 20 days; and, in the case of a meeting of stockholders, the record date or the closing of the transfer books shall be at least ten days before the date of the meeting.

SECTION 5.04. STOCK LEDGER. The Corporation shall maintain a stock ledger which contains the name and address of each stockholder and the number of shares of stock of each class which the stockholder holds. The stock ledger may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. The original or a duplicate of the stock ledger shall be kept at the offices of a transfer agent for the particular class of stock, or, if none, at the executive offices of the Corporation.

SECTION 5.05. LOST STOCK CERTIFICATES. The Board of Directors of the Corporation may determine the conditions for issuing a new stock certificate in place of one which is alleged to have, been lost, stolen, or destroyed, or the Board of Directors may delegate such power to any officer or officers of the Corporation. In their discretion, the Board of Directors or such officer or officers may refuse to issue such new certificate save upon the order of some court having jurisdiction in the premises.

ARTICLE VI.

FINANCE

SECTION 6.01. CHECKS, DRAFTS, ETC. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Corporation, shall be signed by such agents as may be designated from time to time by the Board of Directors or authorized officers of the Corporation.

SECTION 6.02. ANNUAL STATEMENT OF AFFAIRS. The Chairman, President, a Vice President or the Treasurer shall prepare or cause to be prepared annually a full and correct statement of the affairs of the Corporation, including a balance sheet and a financial statement of operations for the preceding fiscal year.

SECTION 6.03. FISCAL YEAR. The fiscal year of the Corporation shall be the twelve calendar months period ending December 31 in each year, unless otherwise provided by the Board of Directors.

SECTION 6.04. DIVIDENDS. If declared by the Board of Directors at any meeting thereof, the Corporation may pay dividends on its shares in cash, property, or in shares. of the capital stock of the Corporation, unless such dividend is contrary to law or to a restriction contained in the Charter.

ARTICLE VII.

SUNDRY PROVISIONS

SECTION 7.01. BOOKS AND RECORDS. The Corporation shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its stockholders and Board of Directors and of any executive or other committee when exercising any of the powers of the Board of Directors. The books and records of the Corporation may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction. The original or a certified copy of these Bylaws shall be kept at the principal office of the Corporation.

SECTION 7.02. CORPORATE SEAL. The Board of Directors shall provide a suitable seal, bearing the name of the Corporation, which shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof. If the Corporation is required to place its corporate seal to a document, it is sufficient to meet the requirement of any law, rule, or regulation relating to a corporate seal to place the word "Seal" adjacent to the signature of the person authorized to sign the document on behalf of the Corporation.

SECTION 7.03. BONDS. The Board of Directors may require any officer, agent or employee of the Corporation to give a bond to the Corporation, conditioned upon the faithful discharge of his duties, with one or more sureties and in such amount as may be satisfactory to the Board of Directors.

SECTION 7.04. VOTING UPON SHARES IN OTHER CORPORATIONS. Stock of other corporations or associations which is registered in the name of, or beneficially owned by, the Corporation, or which the Corporation is entitled to vote or direct the voting of in its fiduciary capacity or otherwise, may be voted by the Chairman, the President, any Vice President, or a proxy appointed by any of them.

The Board of Directors, however, may by resolution appoint some other person to vote such shares, in which case such person shall be entitled to vote such shares upon the production of a certified copy of such resolution.

SECTION 7.05. EXECUTION OF DOCUMENTS. A person who holds more than one office in the Corporation may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one officer.

SECTION 7.06. AMENDMENTS. The Board of Directors shall have the power, at any regular or special meeting thereof, to amend, alter or repeal the Bylaws of the Corporation, or to make and adopt new bylaws. These Bylaws may be amended, altered or repealed and new bylaws may be adopted by the stockholders of the Corporation to the extent and as provided in the Charter of the Corporation.

Exhibit 10(h)

Schedule Identifying Material Details of
Executive Agreements Substantially
Similar to Exhibit 10(g)

Name	Effective Date
Judith D. Fisher	January 22, 1997
Ralph K. Frasier	January 22, 1997
Peter E. Geier	January 22, 1997
Ronald J. Seiffert	January 22, 1997
Gerald R. Williams	January 22, 1997

Exhibit 10(k)(2)

THIRD AMENDMENT TO THE
HUNTINGTON BANCSHARES INCORPORATED
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Pursuant to the authority granted under section 7.07 of the Huntington Bancshares Incorporated Supplemental Executive Retirement Plan (the "Plan"), Huntington Bancshares Incorporated hereby amends the Plan as follows effective November 19, 1997.

1. Section 8.02 is hereby deleted in its entirety.

2. In all other respects, the Plan shall remain in full force and effect.

HUNTINGTON BANCSHARES INCORPORATED

By /s/ Ralph Frasier

Exhibit 10(o)(2)

FIRST AMENDMENT
TO THE
HUNTINGTON SUPPLEMENTAL
STOCK PURCHASE AND TAX SAVINGS PLAN AND TRUST

Pursuant to the authority granted under Section 8.1 of the Huntington Supplemental Stock Purchase and Tax Savings Plan and Trust (the "Plan"), Huntington Bancshares Incorporated hereby amends the Plan as follows effective as stated herein.

Effective January 1, 1998:

1. Section 1.2 of the Plan is hereby deleted in its entirety and substituted in lieu and in place thereof is the following new Section 1.2.

> "SECTION 1.2. PURPOSE OF THE PLAN. The purpose of this Plan is to provide a supplemental savings program for Eligible Employees of Huntington Bancshares Incorporated and its related companies who are unable to make important contributions to the Huntington Stock Purchase and Tax Savings Plan because the Employees have made the maximum elective deferrals under Internal Revenue Code Section 402(g) or the maximum elective contributions under the terms of the Huntington Stock Purchase and Tax Savings Plan."

2. Section 2.3 of the Plan is hereby deleted in its entirety and substituted in lieu and in place thereof is the following new Section 2.3:

> "SECTION 2.3 ELIGIBLE EMPLOYEE shall mean, for any Plan year, a person employed by an Employer who is a Participant in the Qualified Plan and who is determined by the Compensation and Stock Option Committee of the Company's Board of Directors to be a member of a select group of management or highly compensated employees and who is designated by the Compensation and Stock Option Committee of the Company's Board of Directors to be an Eligible Employee under the Plan. Any Employee who was a Participant on November 19, 1997, is not an Eligible Employee unless nominated by the Compensation and Stock Option Committee of the Company's Board of Directors. The accounts of such former Eligible Employees shall remain in the Plan and be administered in accordance with the Plan.
>
> Prior to the beginning of the Plan year for which their participation shall be effective, the Company shall notify those individuals, if any, who will (for the first time) become Eligible Employees effective as of the first day of the Plan Year following their election by the Compensation and Stock Option Committee of the Company's Board of Directors. Once the Compensation and Stock Option Committee of the Company's Board of Directors determines that an individual is an Eligible Employee, that person shall remain an Eligible Employee for all following Plan Years unless or until the Compensation and Stock Option Committee of the Company's Board of Directors determines that he is no longer an Eligible Employee, in which case the person's participation in the Plan shall cease effective as of the first day of the Plan Year following his removal."

3. Section 2.9 of the Plan is hereby deleted in its entirety and substituted in lieu and in place thereof is the following new Section 2.9:

> "SECTION 2.9 SUPPLEMENTAL PRE-TAX CONTRIBUTIONS shall mean the contributions made by a Participant pursuant to Section 3.1. The Trustee shall hold the Supplemental Pre-Tax Contributions of each

Participant in a Supplemental Account."

4. Section 3.1 of the Plan is hereby deleted in its entirety and substituted in lieu and in place thereof is the following new Section 3.1:

"SECTION 3.1 SUPPLEMENTAL PRE-TAX CONTRIBUTIONS. Each Eligible Employee may elect to have all or any portion of the Pre-Tax Contributions (matched or unmatched) that he elected to defer under the Qualified Plan, but which cannot be allocated to his Pre-Tax Contribution account under such plan for the Plan Year because the Employee has made the maximum elective deferrals under Internal Revenue Code Section 402(g) or the maximum elective contributions under the terms of the Qualified Plan, allocated to his Supplemental Account under this Plan.

An election pursuant to this section must be made prior to the calendar year in which the Compensation to which such election applies is earned; except as to the year in which an employee first becomes an Eligible Employee. With respect to the year in which an employee first becomes an Eligible Employee, the election must be made prior to the pay period in which Compensation subject to an election is earned. For purposes of the 1998 Plan Year only, and in conjunction with the amendment and restatement of the Qualified Plan effective as if April 1, 1998, all Eligible Employees shall include in their election for the 1998 Plan Year, the percentage of pre-April

1, 1998 and post-April 1, 1998 contribution deferrals. An election shall remain in full force and effect for subsequent calendar years unless revoked or modified by written instrument delivered to the Plan Administrator prior to the first day of the calendar year for which such revocation is to be effective.

Supplemental Pre-Tax Contributions shall be paid to the Trustee by the Employer within a reasonable time after the payroll period with respect to which the reduction in an Employee's Compensation pertains, but in no event later than the end of the succeeding month."

Effective April 1, 1998:

5. Section 2.12 is hereby deleted in its entirety and substituted in lieu and in place there of is the following new Section 2.12:

"SECTION 2.12. VALUATION DATE shall mean each business day of the Plan Year that the New York Stock Exchange is open for trading or such other date or dates deemed necessary or appropriate by the Administrator."

6. Section 3.2 of the Plan is hereby deleted in its entirety and substituted in lieu and in place thereof is the following new Section 3.2:

"SECTION 3.2 SUPPLEMENTAL MATCHING CONTRIBUTIONS. The Employer shall make Supplemental Matching Contributions to the Plan equal to one hundred percent (100%) of the Supplemental Pre-Tax Contributions made by a Participant pursuant to Section 3.01 of the Plan. Provided, however, such Supplemental Matching Contribution shall not be made on elective deferrals which exceed three percent (3%) of the Participant's Compensation.

The Employer shall make additional Supplemental Matching Contributions to the Plan equal to fifty percent (50%) of the Supplemental Matching Contributions made by a Participant pursuant to Section 3.1 to the extent that such elective deferrals exceed three percent (3%) but do not exceed five percent (5%) of the Participant's Compensation.

Such Supplemental Matching Contributions shall be fully vested and nonforfeitable at all times.

Supplemental Matching Contributions may be made by the Employer concurrently with payments to the Trustee of the Participant's Supplemental Pre-Tax Contributions under Section 3.1, provided, however, such Supplemental Matching Contributions shall be made no later than the time prescribed by law for filing the Employer's Federal income tax return (including extensions) for the taxable year with respect to which the Supplemental Matching Contributions are made. Supplemental Matching Contributions may be made in the form of cash or Common Stock, or a combination thereof."

Effective December 1, 1997:

7. Section 7.2 of the Plan is hereby deleted in its entirety and substituted in lieu and in place thereof is the following new Section 7.2:

"SECTION 7.2 GENERAL POWERS OF ADMINISTRATION. All provisions set forth in the Qualified Plan with respect to the administrative powers and duties of Huntington Bancshares Incorporated, when relevant, including the appointment of a Plan Administrative Committee to act as the agent of the Company in performing these duties, shall apply to this Plan. The Company shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by Huntington Bancshares Incorporated with respect to the Plan. The Trustee is specifically authorized to adopt unit accounting so that the administration of this Plan can be done on the basis of daily valuations."

8. In all other respects, the provisions of the Plan shall remain in full force and effect.

HUNTINGTON BANCSHARES INCORPORATED
(COMPANY)

Date: November 19, 1997

By: /s/ Brenda K. Warne

Its: Vice President

THE HUNTINGTON NATIONAL BANK
(TRUSTEE)

Date: November 19, 1997

By: /s/ Norman Jacobs

Its: President, Trust Division

Exhibit 13

MANAGEMENT'S DISCUSSION and
Analysis of Financial Condition and
Results of Operations

<TABLE>
<CAPTION>

Table 1

CONSOLIDATED SELECTED FINANCIAL DATA	Year Ended December 31					
(in thousands of dollars, except per share amounts)	1997	1996	1995	1994	1993	1992
SUMMARY OF OPERATIONS						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Total interest income................	$1,981,473	$1,775,734	$1,709,627	$1,418,610	$1,410,401	$ 1,379,949
Total interest expense...............	954,243	880,648	856,860	546,880	514,812	588,591
Net interest income..................	1,027,230	895,086	852,767	871,730	895,589	791,358
Securities gains.....................	7,978	17,620	9,380	2,297	27,316	36,551
Provision for loan losses............	107,797	76,371	36,712	21,954	84,682	88,213
Net income...........................	292,663	304,269	281,801	276,320	266,925	187,143
PER COMMON SHARE (1)						
Net income						
Basic.............................	1.53	1.58	1.42	1.40	1.37	.97
Diluted...........................	1.52	1.57	1.41	1.39	1.35	.96
Cash dividends declared..............	.76	.68	.62	.56	.46	.40
Book value at year-end...............	10.56	9.46	9.19	8.29	7.79	6.80
BALANCE SHEET HIGHLIGHTS						
Total assets at year-end.............	26,730,540	24,371,946	23,495,337	20,688,505	20,214,835	18,653,621
Total long-term debt at year-end......	2,686,039	1,665,531	2,122,202	1,222,114	772,205	489,741
Average long-term debt...............	2,070,667	1,858,372	1,432,280	937,143	651,255	311,507
Average shareholders' equity..........	1,893,788	1,776,151	1,742,826	1,621,443	1,415,839	1,254,383
Average total assets	$25,150,659	$23,374,490	$22,098,785	$19,498,530	$19,340,577	$17,464,877

KEY RATIOS AND STATISTICS	1997	1996	1995	1994	1993	1992
MARGIN ANALYSIS--AS A % OF AVERAGE EARNING ASSETS (2)						
Interest income........................	8.52%	8.26%	8.43%	7.99%	8.02%	8.75%
Interest expense.......................	4.08	4.07	4.19	3.04	2.88	3.67
	----	----	----	----	----	----
NET INTEREST MARGIN.......................	4.44%	4.19%	4.24%	4.95%	5.14%	5.08%
	====	====	====	====	====	====
RETURN ON						
Average total assets....................	1.16%	1.30%	1.28%	1.42%	1.38%	1.07%
Average earning assets..................	1.25	1.40	1.38	1.54	1.50	1.17
Average shareholders' equity...........	15.44	17.13	16.17	17.04	18.85	14.92

Dividend payout ratio......................	49.67	42.22	43.82	38.50	32.47	38.99
Average shareholders' equity to average total assets....................	7.53	7.60	7.89	8.32	7.32	7.18
Tier I risk-based capital ratio...........	8.83	8.11	8.66	9.67	9.78	9.50
Total risk-based capital ratio............	11.68	11.29	12.01	13.32	13.81	12.39
Tier I leverage ratio......................	7.77%	6.80%	6.99%	7.95%	7.12%	6.84%

OTHER DATA	1997	1996	1995	1994	1993	1992
Full-time equivalent employees............	9,485	9,467	9,083	9,642	9,820	9,437
Banking offices...........................	454	429	406	420	423	416

<FN>
(1) Adjusted for stock splits and stock dividends, as applicable.
(2) Presented on a fully tax equivalent basis assuming a 35% tax rate in years 1993 through 1997 and a 34% tax rate in 1992.
</TABLE>

MANAGEMENT'S DISCUSSION and
Analysis of Financial Condition and
Results of Operations

INTRODUCTION

FORWARD-LOOKING STATEMENTS

Congress passed the Private Securities Litigation Reform Act of 1995 to encourage corporations to provide investors with information about the company's anticipated future financial performance, goals, and strategies. The act provides a safe harbor for such disclosure, or in other words, protection from unwarranted litigation if actual results are not the same as management expectations.

Huntington Bancshares Incorporated (Huntington) desires to provide its shareholders with sound information about past performance and future trends. Consequently, this Annual Report, including the Letter to Shareholders and the Management's Discussion and Analysis of Financial Condition and Results of Operations, contains forward-looking statements that are subject to numerous assumptions, risks, and uncertainties. Actual results could diVer materially from those contained in or implied by The Huntington's statements for a variety of factors including:

- - changes in economic conditions
- - movements in interest rates
- - competitive pressures on product pricing and services
- - success and timing of business strategies
- - the nature and extent of governmental actions and reforms
- - extended disruption of vital infrastructure.

The management of Huntington encourages readers of this report to understand forward-looking statements to be strategic objectives rather than absolute targets of future performance.

POOLING OF INTERESTS

On September 30, 1997, Huntington completed the acquisition of First Michigan Bank Corporation (First Michigan), a $3.6 billion bank holding company headquartered in Holland, Michigan. Huntington issued approximately 32.2 million shares of its common stock in exchange for all of the outstanding common stock of First Michigan in a pooling-of-interests transaction. First Michigan had total loans and deposits

<TABLE>
<CAPTION>
TABLE 2

CHANGE IN NET INTEREST INCOME DUE TO CHANGES IN AVERAGE VOLUME AND INTEREST RATES (1)

Fully Tax Equivalent Basis (2) (in millions of dollars)	1997 Increase (Decrease) From Previous Year Due To: Volume	Yield/Rate	Total	1996 Increase (Decrease) From Previous Year Due To: Volume	Yield/Rate	Total
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Interest bearing deposits in banks.....	$ (0.3)	$ 0.0	$ (0.3)	$ (0.7)	$ (0.1)	$(0.8)
Trading account securities............	(0.4)	0.1	(0.3)	(0.4)	(0.3)	(0.7)
Federal funds sold and securities purchased under resale agreements...	(1.3)	(0.1)	(1.4)	(1.5)	(0.3)	(1.8)
Mortgages held for sale...............	1.4	0.0	1.4	(1.5)	0.2	(1.3)
Taxable securities....................	10.0	(3.9)	6.1	33.3	(10.3)	23.0
Tax-exempt securities.................	(2.6)	0.0	(2.6)	(4.9)	(0.4)	(5.3)
Total loans...........................	145.6	56.7	202.3	71.3	(20.6)	50.7
TOTAL EARNING ASSETS...............	152.4	52.8	205.2	95.6	(31.8)	63.8
Interest bearing demand deposits.......	3.6	0.6	4.2	6.4	5.2	11.6
Savings deposits......................	7.0	7.1	14.1	5.1	3.3	8.4
Other domestic time deposits..........	22.2	(2.8)	19.4	4.6	5.4	10.0
Certificates of deposit of $100,000 or more	22.6	1.3	23.9	14.5	(3.8)	10.7
Foreign time deposits.................	4.5	(0.7)	3.8	2.7	(1.3)	1.4
Short-term borrowings.................	(4.3)	(6.6)	(10.9)	(14.3)	(20.0)	(34.3)
Long-term debt, including capital securities	24.0	(5.0)	19.0	27.5	(11.5)	16.0
TOTAL INTEREST BEARING LIABILITIES..	79.6	(6.1)	73.5	46.5	(22.7)	23.8
NET INTEREST INCOME.	$ 72.8	$ 58.9	$131.7	$ 49.1	$ (9.1)	$40.0

<FN>
(1) The change in interest due to both rate and volume has been allocated between the factors in proportion to the relationship of the absolute dollar amounts of the change in each.
(2) Calculated assuming a 35% tax rate.
</TABLE>

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of $2.7 billion and $3.1 billion, respectively, and total equity of $285.8 million at the date of acquisition. In connection with the transaction, Huntington reported a $35.0 million restructuring charge consisting primarily of personnel, facilities, and systems costs and incurred $12.2 million of professional fees and other costs to effect the merger (reported on a combined basis as "Special Charges"). Other one-time costs related to the First Michigan acquisition were an additional loan loss provision of $4.8 million and non-interest expenses of $4.0 million. All financial information appearing in this report, except dividends per share, has been restated for the pooling of interests with First Michigan. "Operating" results, as used below, refers to Huntington's financial performance before the impact of the restructuring and other merger-related charges.

OVERVIEW

On an operating basis, Huntington's net income was a record $338.9 million in 1997, compared with $304.3 million and $281.8 million in 1996 and 1995, respectively. Basic (operating) earnings per share were $1.78 in 1997, versus $1.58 in 1996 and $1.42 in 1995. Reported net income for the year just ended, including the special charges, was $292.7 million, or $1.53 per share. Per share amounts for all prior periods have been restated to reflect the ten percent stock dividend distributed to shareholders in July 1997.

<TABLE>
<CAPTION>
TABLE 3

LOAN PORTFOLIO COMPOSITION	December 31,				
(in millions of dollars)	1997	1996	1995	1994	1993
<S>	<C>	<C>	<C>	<C>	<C>
Commercial...........	$ 5,271	$ 5,130	$ 4,869	$ 4,285	$ 4,047
Real Estate					
Construction.......	864	699	524	414	425
Mortgage...........	3,598	3,623	3,552	3,736	3,334
Consumer					
Loans..............	6,463	6,123	5,741	5,214	4,410
Leases.............	1,542	1,183	784	572	411
TOTAL LOANS	$ 17,738	$16,758	$15,470	$14,221	$ 12,627

</TABLE>

NOTE: There are no loans outstanding which would be considered a concentration of lending in any particular industry or group of industries.

<TABLE>
<CAPTION>
TABLE 4

MATURITY SCHEDULE OF SELECTED LOANS

(in thousands of dollars)	December 31, 1997			
	Within One Year	After One But Within Five Years	After Five Years	Total
<S>	<C>	<C>	<C>	<C>
Commercial...............	$3,021,111	$1,551,162	$698,387	$5,270,660
Real estate -- construction	442,124	316,184	105,327	863,635
Total..................	$3,463,235	$1,867,346	$803,714	$6,134,295
Variable interest rates...		$1,211,854	$596,453	
Fixed interest rates......		$ 655,492	$207,261	

</TABLE>

Performance ratios were also strong on an operating basis with return on average equity (ROE) at 17.88% for 1997, up from 17.13% and 16.18% in the preceding two years. Return on average assets (ROA) improved to 1.35%, versus 1.30% and 1.28%, respectively, in 1996 and 1995.

Total assets were $26.7 billion at December 31, 1997, up 9.7% from year-end 1996. This growth was largely attributable to an increase in loans, as all major categories but residential real estate showed higher outstanding balances at the end of the recent twelve months. The smaller residential mortgage portfolio was primarily the result of sales in 1997 of adjustable-rate loans that were expected to experience significant prepayments. Temporary investments (overnight federal funds sold) and Other assets were also up from last year.

Total deposits grew 9.6% from December 31, 1996, fueled by a 7.4% increase in core deposits. Core deposits represent Huntington's most significant source of funding; when combined with other core funding sources, they provide approximately 70% of Huntington's funding needs.

Huntington's wholesale liability mix changed somewhat during the recent year, as certain short-term borrowings were replaced upon maturity with floating rate medium term notes having a contractual term greater than one year (a component of long-term debt). Huntington also issued $200 million of capital securities in January 1997 through a special-purpose subsidiary. The capital securities were a cost-effective means of strengthening Huntington's regulatory capital position.

Shareholders' equity increased 13.4% from one year ago, primarily because of retained earnings and the common stock issued by Huntington in its acquisition of Citi-Bancshares, Inc., a $548 million one-bank holding company headquartered in Leesburg, Florida.

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LINES OF BUSINESS

For internal reporting and planning purposes, Huntington segments its operations into five distinct lines of business: Retail Banking, Corporate Banking, Dealer Sales, Private Financial Group and Treasury/Other. 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 identified above. This is a dynamic process that attempts to mirror Huntington's organizational and management structure. Accordingly, the results are not necessarily comparable with similar information published by other financial institutions which may define business segments differently. In addition, methodologies used to assign certain balance sheet, income statement and overhead items may change as Huntington continues to refine the data and its allocation assumptions used to present segment data.

A description of each line of business is discussed below:

RETAIL BANKING

Retail banking provides products and services to retail and community banking business customers. This line of business includes credit cards, equity loans, mortgage loans, installment loans, and deposit products. These products and associated services are offered through Huntington's traditional branches, in-store branches, Access Offices, Direct Bank, and Web Bank.

CORPORATE BANKING

Customers in this segment represent the small, middle-market, and large corporate banking relationships which use a variety of banking products and services including commercial loans, asset-based financing, international trade services, and cash management services. Huntington's capital markets division also provides alternative financing solutions for larger business clients. These would include private placement debt and syndicated commercial lending.

EARNINGS CONTRIBUTION
- ---------------------

[PIE CHART]

<TABLE>

<S>	<C>
Retail banking	50%
Corporate banking	22%
Dealer sales	16%
Private financial group	7%
Treasury/Other	5%

</TABLE>

DEALER SALES

Dealer sales product offerings relate predominantly to the automotive sector and include floor plan financing, indirect loans, and leases. The largest portion of the business associated with this segment comes from customers who finance through the dealership via Huntington's loan and leasing products.

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 personal trust, asset management, investment advisory, and other wealth management services. In conjunction with these services, PFG offers not only Huntington's traditional banking products but also investment and insurance alternatives. Huntington's Private Financial Group provides customers with "one-stop shopping" for all their financial needs.

TREASURY/OTHER

Huntington uses a match-funded transfer pricing system to allocate interest income and interest expense to its business segments. This approach consolidates Huntington's interest rate risk management into its Treasury operations. As part of its overall interest rate risk and liquidity strategy, the Treasury Group manages a $6 billion investment portfolio. Revenue and expense associated with these activities are reported in this business unit. Additionally, the Treasury/Other group also absorbs unassigned equity which may be used to fund acquisitions or other internal growth initiatives. Costs associated with intangibles that have not been allocated to the major business lines are housed here.

EARNINGS CONTRIBUTED BY BUSINESS SEGMENT

Retail banking provided 50% of Huntington's operating earnings for 1997. While this group represents only 35% of Huntington's outstanding loan portfolio, it also generates retail deposits which help to fund the total balance sheet. The retail banking group earns a "deposit credit" for generating these favorably priced liabilities. This credit favorably impacts the earnings contribution of the retail banking operation. Corporate banking includes a lending portfolio which represents approximately 29% of Huntington's total loans and was responsible for 22% of operating earnings. Dealer sales contributed 16% to 1997 operating earnings and represents 33% of the loans outstanding. PFG, a very profitable and growing business segment, generated 7% of the annual operating earnings mostly driven by its fee-based services. Treasury/Other includes approximately $8 million of securities gains in 1997 as well as the earnings stream associated with the Huntington's securities portfolio.

RESULTS OF OPERATIONS

NET INTEREST INCOME

Huntington reported net interest income of $1,027.2 million in 1997, compared with $895.1 million and $852.8 million, respectively, in 1996 and 1995. Interest rate swaps and other off-balance sheet financial instruments used for asset/liability management purposes provided a benefit of $6.0 million in the recent year

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versus reductions of $52.1 million in 1996 and $55.8 million in 1995. A 10% increase in average loan volumes also contributed to the increase in net interest income. The net interest margin, on a fully tax equivalent basis, was 4.44% during the recent twelve months, versus 4.19% and 4.24% in the two preceding years. The latter percentages were negatively impacted by off-balance sheet interest rate contracts that reduced the margin by 24 basis points and 27 basis points, respectively, a significant component of which was amortization of net losses from closed positions. At December 31, 1997, deferred gains and losses remaining to be amortized were immaterial.

PROVISION AND ALLOWANCE FOR LOAN LOSSES

The provision for loan losses, including the additional provision of $4.8 million from the First Michigan acquisition, was $107.8 million in 1997, up from $76.4 million in 1996 and $36.7 million in 1995. Net charge-offs as a percent of average total loans were .50% and .44%, respectively, in the two most recent years, compared with .30% in 1995. The higher losses were principally related to the consumer portfolio, indicative of general market trends.

The allowance for loan losses (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 in evaluating the adequacy of the ALL include an analysis of specific credits that are generally selected for review on the basis of size and relative risk, portfolio trends, current and historical loss experience, prevailing economic conditions, and other relevant factors. For analytical purposes, the ALL has been allocated to various portfolio segments. However, the total ALL is available to absorb losses from any segment of the portfolio. The methods used by Huntington to allocate the ALL are also subject to change; accordingly, the December 31, 1997 allocation is not necessarily indicative of the trend of future loan losses in any particular loan category.

At the recent year end, the ALL of $258.2 million represented 1.46% of total loans and covered non-performing loans 3.6 times. When combined with the allowance for other real estate, it was 294% of total non-performing assets. Additional information regarding the ALL and asset quality appears in the section "Credit Risk."

NON-INTEREST INCOME

Non-interest income was $342.8 million in 1997, versus $314.1 million and $275.1 million, respectively, in 1996 and 1995. Excluding securities transactions, non-interest income increased 13.0% offer last year. Substantially all major categories showed increases, with particularly strong results in mortgage banking, electronic banking, and investment product sales. Included within mortgage banking income is $12.2 million of gains from the aforementioned sale of residential mortgages.

Huntington also achieved broad-based growth in non-interest income from 1995 to 1996. The "Other" component of non-interest income was higher in 1995 because of an $8.9 million gain on the sale of Huntington's Pennsylvania bank.

NON-INTEREST EXPENSE

Non-interest expense totaled $803.1 million in the year just ended. On an operating basis, non-interest expense was $751.9 million, compared with $675.5 million and $662.1 million in the two preceding years. The efficiency ratio for the recent twelve months improved to 54.9%, versus 56.6% in 1996 and 59.2% in 1995.

Personnel costs (salaries, commissions, and benefits) were up approximately 8.9% from 1996, which is indicative of more full-time equivalent employees and normal salary adjustments. The increase in the commissions component of personnel costs represents a change in the way in which Huntington compensates employees as a result of its proactive selling emphasis. Advertising and marketing expenses were higher in 1997, as Huntington undertook a major campaign to promote and solidify brand awareness in its markets. Volume driven expenses, acquisitions, and new business initiatives also contributed to an increase in various other components of non-interest expense.

Among the other expenses that showed increases during the recent twelve months was contract programming, which rose in connection with Huntington's company-wide commitment to prepare all of its computer systems for the year 2000. The "Year 2000" issue is the result of computer programs being written using two digits rather than four to define the applicable year. Professional fees for outside services (primarily programming) as well as internal staff costs have been, and will continue to be, incurred to alter programs that have time-sensitive software which may recognize a "00" date as the year 1900 versus 2000. Huntington anticipates substantially all reprogramming will be completed by December 31, 1998, allowing the opportunity in 1999 to fully test the systems and make any further refinements that are needed. The failure of certain third parties to adequately address Year 2000 could adversely impact Huntington. Consequently, Huntington is communicating with customers, suppliers, and others to identify any potential problems. During 1997, Huntington expensed as incurred $3.1 million of contract programming costs for the Year 2000 project. An additional $10.0 million of these costs is expected to be incurred in the future to get Huntington's systems fully compliant. However, none of these costs is expected to materially impact Huntington's results of operations in any one period.

In 1996, non-interest expense increased only 2.0% when comparing results with the immediately preceding year. Two Florida banks acquired under the purchase method of accounting represented $11.1 million of the overall increase. Excluding this amount, non-interest expense would have been flat between the two periods. FDIC insurance was down significantly, as Huntington benefited from the reduction in assessment rates on bank deposits that occurred in the latter part of 1995.

PROVISION FOR INCOME TAXES

The provision for income taxes was $166.5 million in 1997, compared with $153.0 million in 1996 and $147.3 million in 1995. Huntington's effective tax rate increased to 36.3%, versus 33.5% and 34.3% in the two preceding years. The higher rate in 1997 was primarily a result of various nondeductible expenses incurred in connection with the First Michigan and other bank acquisitions.

<TABLE>
<CAPTION>

TABLE 5

SUMMARY OF ALLOWANCE FOR LOAN LOSSES AND SELECTED STATISTICS

(in thousands of dollars)	1997	1996	1995	1994	1993	1992
<S>	<C>	<C>	<C>	<C>	<C>	<C>
ALLOWANCE FOR LOAN LOSSES, BEGINNING OF YEAR	$ 230,778	$ 222,487	$ 225,225	$ 233,123	$ 173,241	$ 153,038
LOAN LOSSES						
Commercial	(23,276)	(23,904)	(15,947)	(11,450)	(21,643)	(30,165)
Real estate						
Construction	(375)	--	(392)	(5,957)	(432)	(14,001)
Mortgage	(2,663)	(2,768)	(5,086)	(5,840)	(3,642)	(8,253)
Consumer						
Loans	(74,761)	(59,843)	(39,000)	(27,283)	(24,036)	(29,156)

Leases	(9,648)	(4,492)	(1,989)	(962)	(1,084)	(872)
Total loan losses	(110,723)	(91,007)	(62,414)	(51,492)	(50,837)	(82,447)
RECOVERIES OF LOANS PREVIOUSLY CHARGED OFF						
Commercial	4,373	4,884	3,696	8,204	3,922	4,077
Real estate						
Construction	111	556	5	1	6	--
Mortgage	619	1,402	977	859	407	286
Consumer						
Loans	16,382	13,457	11,156	10,830	10,216	9,339
Leases	1,057	721	303	353	245	222
Total recoveries of loans previously charged off	22,542	21,020	16,137	20,247	14,796	13,924
NET LOAN LOSSES	(88,181)	(69,987)	(46,277)	(31,245)	(36,041)	(68,523)
PROVISION FOR LOAN LOSSES	107,797	76,371	36,712	21,954	84,682	88,213
ALLOWANCE ACQUIRED/OTHER	7,777	1,907	6,827	1,393	11,241	513
ALLOWANCE FOR LOAN LOSSES, END OF YEAR	$ 258,171	$ 230,778	$ 222,487	$ 225,225	$ 233,123	$ 173,241
AS A % OF AVERAGE TOTAL LOANS						
Net loan losses	0.50%	0.44%	0.30%	0.23%	0.31%	0.65%
Provision for loan losses	0.61%	0.48%	0.24%	0.16%	0.72%	0.83%
Allowance for loan losses as a % of total loans (end of period)	1.46%	1.38%	1.44%	1.58%	1.85%	1.57%
Net loan loss coverage (1)	6.43X	7.62x	10.07x	13.86x	13.52x	5.18x

<FN>
(1) Income before income taxes and the provision for loan losses to net loan losses.
</TABLE>

<TABLE>
<CAPTION>
TABLE 6

ALLOCATION OF ALLOWANCE FOR LOAN LOSSES

(in thousands of dollars)	1997		1996		1995		1994		1993	
	Amount	Percent of Loans to Total Loans	Amount	Percent of Loans to Total Loans	Amount	Percent of Loans to Total Loans	Amount	Percent of Loans to Total Loans	Amount	Percent of Loans to Total Loans
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Commercial	$ 86,439	29.7%	$113,555	30.6%	$119,200	31.5%	$133,542	30.1%	$148,804	32.0%

Real estate										
Construction.......	8,140	4.9	2,033	4.2	2,258	3.4	1,454	2.9	2,059	3.4
Mortgage...........	38,598	20.3	18,987	21.6	18,179	23.0	20,601	26.3	21,128	26.4
Consumer.............										
Loans.............	75,405	36.4	54,564	36.5	43,880	37.1	36,315	36.7	31,905	34.9
Leases............	6,631	8.7	3,457	7.1	3,651	5.0	2,632	4.0	1,800	3.3
Unallocated..........	42,958	--	38,182	--	35,319	--	30,681	--	27,427	--
Total................	$258,171	100.0%	$230,778	100.0%	$222,487	100.0%	$225,225	100.0%	$233,123	100.0%

</TABLE>

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TABLE 7

INVESTMENT SECURITIES	December 31,		
(in thousands of dollars)	1997	1996	1995
U.S Treasury and Federal Agencies.........	$ 656	$111,559	$ 168,819
States and political subdivisions.........	32,354	233,458	245,482
Other....................................	--	118	2,530
Total Investment Securities..............	$33,010	$345,135	$ 416,831

AMORTIZED COST AND FAIR VALUES BY MATURITY AT DECEMBER 31, 1997

(in thousands of dollars)	Amortized Cost	Fair Value	Yield(1)
U.S Treasury and Federal Agencies			
1-5 years............................	$ 656	$ 656	6.57%
Total..............................	656	656	
States and political subdivisions			
Under 1 year.........................	6,311	6,310	9.10
1-5 years............................	13,592	13,719	7.89
6-10 years...........................	9,605	9,788	7.91
offer 10 years.........................	2,846	2,910	9.10
Total..............................	32,354	32,727	
Total Investment Securities..............	$33,010	$ 33,383	

<FN>
(1) Weighted average yields were calculated on the basis of amortized cost and have been adjusted to a fully tax equivalent basis, assuming a 35% tax rate.
</TABLE>

INTEREST RATE RISK AND LIQUIDITY MANAGEMENT

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 the 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 offer a twelve to twenty-four month period given a 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 that, at any point in time, 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.

At December 31, 1997, the results of Huntington's interest sensitivity analysis indicated that net interest income would be relatively unchanged by a 100 basis points increase or a 100-200 basis points decrease in the federal funds rate (assuming the change occurs evenly offer the next year and that corresponding changes in other market rates occur as forecasted). Net interest income would be expected to decrease 1.6% if rates rose 200 basis points.

Active interest rate risk management necessitates the use of various types of off-balance sheet financial instruments, primarily interest rate swaps. Risk that is created by different indices on products, by unequal terms to maturity of assets and liabilities, and by products that are appealing to customers but incompatible with current risk limits can be eliminated or decreased in a cost efficient manner by utilizing interest rate swaps. Often, the swap strategy has enabled Huntington to lower the overall cost of raising wholesale funds. Similarly, financial futures, interest rate caps and floors, options, and forward rate agreements are used to control financial risk effectively. off-balance sheet instruments are often preferable to similar cash instruments because, though performing identically, they require less capital while preserving access to the marketplace.

Table 9, on page 22 of the 1997 Annual Report, illustrates the approximate market values, estimated maturities, and weighted average rates of the interest rate swaps used by Huntington in its interest rate risk management program. As is the case with cash securities, the market value of interest rate swaps is largely a function of the financial market's expectations regarding the future direction of interest rates. Accordingly, current market values are not necessarily indicative

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of the future impact of the swaps on net interest income. This will depend, in large part, on the shape of the yield curve as well as interest rate levels. With respect to the variable rate information and the indexed amortizing swap maturities presented in Table 9, management made no assumptions regarding future changes in interest rates.

The pay rates on Huntington's receive-fixed swaps vary based on movements in the applicable London interbank offered rate (LIBOR). Receive-fixed asset conversion swaps and receive-fixed liability conversion swaps with notional values of $200 million and $300 million, respectively, have embedded written LIBOR-based call options. Also, receive-fixed liability conversion swaps with a notional value of $150 million have embedded written LIBOR-based caps. The portfolio of amortizing swaps consists primarily of contracts that are indexed to the prepayment experience of a specified pool of mortgage loans. As market interest rates change, the amortization of the notional value of the swap will also change, generally slowing as rates increase and accelerating when rates fall. Basis swaps are contracts which provide for both parties to receive interest payments according to different rate indices and are used to protect against changes in spreads between market rates. The receive and pay amounts applicable to Huntington's basis swaps are based predominantly on LIBOR.

The notional values of the swap portfolio represent contractual amounts on which interest payments to be exchanged are based. These notional values do not represent direct credit exposures. At December 31, 1997, Huntington's credit risk from interest rate swaps used for asset/liability management purposes was $66.5 million, which represents the sum of the aggregate fair value of positions that have become favorable to Huntington, including any accrued interest receivable due from counterparties. In order to minimize the risk that a swap counterparty will not satisfy its interest payment obligation under the terms of the contract, Huntington performs credit reviews on all counterparties, restricts the number of counterparties used to a select group of high quality institutions, obtains collateral, and enters into formal netting arrangements. Huntington has never experienced any past due amounts from a swap counterparty and does not anticipate nonperformance in the future by any such counterparties.

The total notional amount of off-balance sheet instruments used by Huntington on behalf of customers (for which the related interest rate risk is offset by third party contracts) was $179 million at December 31, 1997. Total credit exposure from such contracts is not material. These separate activities, which are accounted for at fair value, are not a significant part of

<TABLE>
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TABLE 8

SECURITIES AVAILABLE FOR SALE	December 31,		
(in thousands of dollars)	1997	1996	1995
<S> <C>	<C>	<C>	<C>
U.S. Treasury and Federal Agencies ...	$5,001,034	$4,714,821	$4,519,310
Other Securities	708,780	494,572	531,522
Total Securities Available for Sale	$5,709,814	$5,209,393	$5,050,832

AMORTIZED COST AND FAIR VALUES BY MATURITY AT DECEMBER 31, 1997

(in thousands of dollars)	Amortized Cost	Fair Value	Yield(1)
U.S. Treasury			
Under 1 year	$ 1,001	$ 1,012	7.13%
1-5 years	409,364	407,936	5.60
6-10 years	320,497	320,726	5.77
Total	730,862	729,674	
Federal Agencies			
Mortgage-backed securities			
Under 1 year	2,223	2,216	6.68
1-5 years	169,877	170,177	6.54
6-10 years	497,496	494,016	6.28
offer 10 years	698,906	705,031	6.70
Total	1,368,502	1,371,440	
Other agencies			
Under 1 year	984	992	8.29
1-5 years	1,590,592	1,594,409	6.26
6-10 years	787,682	792,359	6.63
offer 10 years	509,713	512,160	6.67
Total	2,888,971	2,899,920	
Total U.S. Treasury and Federal Agencies	4,988,335	5,001,034	
Other Securities			
Under 1 year	13,940	13,925	9.78
1-5 years	211,943	214,772	7.30
6-10 years	199,849	205,771	8.15
offer 10 years	210,688	213,183	5.53
Marketable equity securities	62,164	61,129	5.61
Total	698,584	708,780	
Total Securities Available for Sale ..	$5,686,919	$5,709,814	

</TABLE>

At December 31, 1997, Huntington had no concentrations of securities by a single issuer in excess of 10% of shareholders' equity.

(1) Weighted average yields were calculated on the basis of amortized cost.

Huntington's operations. Accordingly, they have been excluded from the above discussion of off-balance sheet financial instruments and the related table.

LIQUIDITY MANAGEMENT

Liquidity management is also a significant responsibility of ALCO. The objective of ALCO in this regard is to maintain an optimum balance of maturities among Huntington's assets and liabilities such that sufficient cash, or access to cash, is available at all times to meet the needs of borrowers, depositors, and creditors, as well as to fund corporate expansion and other activities.

A chief source of Huntington's liquidity is derived from the large retail deposit base accessible by its network of geographically dispersed banking Offices. This core funding is supplemented by Huntington's demonstrated ability to raise funds in capital markets and to access funds nationwide. Huntington's $6.75 billion domestic note and $2 billion European note programs are significant sources of wholesale funding. Under these programs, unsecured senior and subordinated notes are issuable with maturities ranging from one month to thirty years. At year-end 1997, $6.8 billion of notes were available to fund Huntington's future activities. As mentioned previously, Huntington raised $200 million in 1997 through the sale of capital securities by its wholly-owned subsidiary, Huntington Capital I. A $200 million line of credit is also available to support commercial paper borrowings and other short-term working capital needs.

While liability sources are many, significant liquidity is also available from Huntington's investment and loan portfolios. ALCO regularly monitors the overall liquidity position of the business and ensures that various alternative strategies exist to coffer unanticipated events. At December 31, 1997, sufficient liquidity was available to meet estimated short-term and long-term funding needs.

<TABLE>
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TABLE 9

INTEREST RATE SWAP PORTFOLIO

(in millions of dollars)	December 31, 1997				
	Notional Value	Average Maturity (years)	Market Value	Average Rate Receive	Pay
<S>	<C>	<C>	<C>	<C>	<C>
ASSET CONVERSION SWAPS					
Receive fixed.................	$ 450	1.60	$(0.3)	6.13%	5.84%
Receive fixed-amortizing......	92	0.25	(0.1)	5.27	5.84
TOTAL ASSET CONVERSION SWAPS..	$ 542	1.37	$(0.4)	5.98%	5.84%
LIABILITY CONVERSION SWAPS					
Receive fixed.................	$1,580	2.01	$25.1	6.41%	5.86%
Receive fixed-amortizing......	187	1.50	(0.7)	5.63	5.97
Pay fixed.....................	150	1.64	(0.1)	5.86	5.56
TOTAL LIABILITY CONVERSION SWAPS	$1,917	1.93	$24.3	6.29%	5.85%
BASIS PROTECTION SWAPS........	$ 735	1.17	$(0.1)	5.89%	5.77%

</TABLE>

CREDIT RISK

Huntington's exposure to credit risk is managed through the use of consistent underwriting standards that emphasize "in-market" lending to established borrowers. Highly leveraged transactions and excessive industry or other concentrations are avoided. The credit administration function also employs extensive monitoring procedures to ensure problem loans are promptly identified and that loans adhere to corporate policy. These procedures provide executive management with the information necessary to implement appropriate change and take corrective action as needed.

Asset quality continues to compare favorably with Huntington's peers in the banking industry. Non-performing assets, consisting 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, totaled $87.2 million at the most recent year end. As of this same date, non-performing loans represented .40% of total loans and non-performing assets as a percent of total loans and other real estate were only .49%. Loans past due ninety days or more but continuing to accrue interest (primarily consumer and residential real estate) were $49.6 million.

There were also loans outstanding of $54.2 million and $50.7 million, respectively, at December 31, 1997, and 1996, that were current as to principal and interest which Huntington considered to be potential problem credits. These loans are closely monitored for any further deterioration in borrower performance.

CAPITAL AND DIVIDENDS

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 excess 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.

<TABLE>
<CAPTION>

TABLE 10

MATURITY OF DOMESTIC CERTIFICATES OF DEPOSIT OF $100,000 OR MORE AS OF DECEMBER 31, 1997

(in thousands of dollars)

Three months or less	$ 932,440
offer three through six months	380,370
offer six through twelve months	438,106
offer twelve months	152,741
Total	$ 1,903,657

</TABLE>

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<CAPTION>

TABLE 11

SHORT-TERM BORROWINGS	DECEMBER 31,		
(in thousands of dollars)	1997	1996	1995
FEDERAL FUNDS PURCHASED AND REPURCHASE AGREEMENTS			
Balance at year-end	$3,064,344	$3,309,445	$2,962,252
Weighted average interest rate at year-end	5.26%	5.21%	5.06%
Maximum amount outstanding at month-end during the year	$3,387,690	$3,309,445	$2,968,772
Average amount outstanding during the year	$2,733,764	$2,766,185	$2,264,330
Weighted average interest rate during the year	5.15%	5.16%	5.68%

</TABLE>

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<CAPTION>

TABLE 12

NON-PERFORMING ASSETS AND PAST DUE LOANS	December 31,					
(in thousands of dollars)	1997	1996	1995	1994	1993	1992
Non-accrual loans	$ 65,981	$ 55,040	$ 55,423	$ 47,524	$ 81,310	$ 95,842
Renegotiated loans	5,822	4,422	5,320	3,768	3,080	3,500
TOTAL NON-PERFORMING LOANS	71,803	59,462	60,743	51,292	84,390	99,342
Other real estate, net	15,343	17,208	23,598	54,153	66,578	75,266
TOTAL NON-PERFORMING ASSETS	$ 87,146	$ 76,670	$ 84,341	$ 105,445	$ 150,968	$ 174,608

						==========
NON-PERFORMING LOANS AS A % OF TOTAL LOANS	0.40%	0.35%	0.39%	0.36%	0.67%	0.90%
NON-PERFORMING ASSETS AS A % OF TOTAL LOANS AND OTHER REAL ESTATE................	0.49%	0.46%	0.54%	0.74%	1.19%	1.58%
ALLOWANCE FOR LOAN LOSSES AS A % OF NON-PERFORMING LOANS.................	359.55%	388.11%	366.28%	439.10%	276.24%	174.39%
ALLOWANCE FOR LOAN LOSSES AND OTHER REAL ESTATE AS A % OF NON-PERFORMING ASSETS	294.32%	297.12%	250.06%	199.12%	146.25%	99.35%
ACCRUING LOANS PAST DUE 90 DAYS OR MORE..	$ 49,608	$ 39,267	$ 30,937	$ 23,753	$ 28,623	$ 29,567
	=========	========	========	==========	==========	==========
ACCRUING LOANS PAST DUE 90 DAYS OR MORE TO TOTAL LOANS........................	0.28%	0.23%	0.20%	0.17%	0.23%	0.27%

</TABLE>

NOTE: For 1997, the amount of interest income which would have been recorded under the original terms for total loans classified as non-accrual or renegotiated was $7.8 million. Amounts actually collected and recorded as interest income for these loans totaled $0.8 million.

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Huntington's ratio of average equity to average assets offer the last twelve months was 7.53%, compared with 7.60% and 7.88%, respectively, in the two preceding years. Largely as a result of the sale of capital securities by its special-purpose subsidiary, Huntington showed improvement during the recent year in each of the key regulatory capital ratios. In addition, its bank subsidiaries had regulatory capital ratios in excess of the levels established for "well-capitalized" institutions.

Cash dividends declared were $.76 per share in 1997, up 11.8% from the corresponding amount in 1996 of $.68 per share. A 10% stock dividend was also distributed to shareholders in the year just ended, marking the twenty-fourth consecutive year in which Huntington has issued a stock split or stock dividend.

On February 21, 1996, the Board of Directors authorized Huntington to repurchase up to 12.1 million additional shares of its common stock (as adjusted for subsequent stock dividends) through open market purchases and privately negotiated transactions. The authorization represents a continuation of the common stock repurchase program begun in August 1987 and provides that the shares will be reserved for reissue in connection with Huntington's dividend reinvestment and employee benefit plans as well as for other corporate purposes. Huntington purchased 1.9 million shares in 1997 at an aggregate cost of $56.2 million, leaving 2.6 million shares available for repurchase. Upon announcement of the merger with First Michigan, Huntington suspended its common stock repurchase program. The program was temporarily reactivated for the limited purpose of acquiring shares for reissue in the purchase business combination with The Bank of Winter Park, a $90 million institution headquartered in Winter Park, Florida. With the closing of the Winter Park acquisition in October 1997, the common stock repurchase program was again suspended.

FOURTH QUARTER RESULTS

Net income for the fourth quarter of 1997 was a record $90.6 million, compared with $79.1 million in the same period last year. Basic earnings per share were $.47, versus $.42 per share one year ago. ROE and ROA for the most recent quarter were 18.23% and 1.41%, respectively, up from 17.69% and 1.32% in the final three months of 1996.

Net interest income was $259.6 million in the recent quarter, an increase of 13.3% offer the corresponding period of the prior year. An improved margin, coupled with growth in average earning assets (principally loans), drove the increase.

The provision for loan losses was $26.2 million in the last quarter of the year, compared with $25.0 million in the same period of 1996. Net charge-offs (annualized) were .61% of average loans in the recent three months, virtually unchanged from .60% in the final quarter one year ago.

Non-interest income, excluding securities gains, was $87.5 million for the three months ended December 31, 1997, an increase of 18.3% from the fourth quarter of the preceding year. Similar to the full year results, improvements occurred across most of the major categories.

Non-interest expense totaled $188.5 million in the most recent three months, versus $165.0 million in the final quarter of 1996. The increase was primarily attributable to the same items referred to above in the discussion of annual results.

PENDING ACQUISITION

In December 1997, Huntington announced that it was the successful bidder for 60 banking Offices in Florida to be sold by NationsBank Corporation in connection with the merger of NationsBank and Barnett Banks Inc. These Offices are in what Huntington believes to be very good markets and complement nicely its existing presence in central and west coast Florida. In addition to its assumption of $2.6 billion of low cost core deposits, Huntington is purchasing approximately $1.6 billion of high quality loans. The deposit premium, which is subject to final determination based on the deposit levels at the closing of the transaction, is projected to be $523 million, using the latest information available from NationsBank. To preserve its strong capital base, Huntington expects to issue $300 million of common stock and another $250 million of capital securities on or before the closing of the branch purchase in mid-1998. The new capital amounts are estimates only and could change based on Huntington's asset growth, the ultimate deposit premium paid, and other developments offer the next few months.

Selected ANNUAL INCOME STATEMENT Data

<TABLE>
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(in thousands of dollars, except per share amounts)	Year Ended December 31, 1997	1996	1995	1994	1993	1992
<S>	<C>	<C>	<C>	<C>	<C>	<C>
TOTAL INTEREST INCOME..................	$1,981,473	$1,775,734	$ 1,709,627	$1,418,610	$1,410,401	$1,379,949
TOTAL INTEREST EXPENSE.................	954,243	880,648	856,860	546,880	514,812	588,591
NET INTEREST INCOME....................	1,027,230	895,086	852,767	871,730	895,589	791,358
Provision for loan losses.............	107,797	76,371	36,712	21,954	84,682	88,213
NET INTEREST INCOME AFTER PROVISION FOR LOAN LOSSES..........	919,433	818,715	816,055	849,776	810,907	703,145
Service charges on deposit accounts....	117,852	107,669	97,505	88,457	83,570	73,503
Mortgage banking......................	55,715	43,942	39,309	47,194	63,964	53,227
Trust services........................	48,102	42,237	37,627	35,278	33,879	30,269
Electronic banking fees...............	22,656	12,013	6,190	3,405	2,078	1,634
Credit card fees......................	20,374	23,093	18,757	18,589	18,084	16,587
Investment product sales..............	19,024	13,950	9,704	8,058	10,616	6,420
Securities gains......................	7,978	17,620	9,380	2,297	27,316	36,551
Other.................................	51,138	53,539	56,618	41,436	41,693	32,030
TOTAL NON-INTEREST INCOME.............	342,839	314,063	275,090	244,714	281,200	250,221
Salaries..............................	297,415	273,316	263,552	265,336	262,755	240,321
Commissions...........................	21,398	14,587	10,347	11,463	21,510	18,810
Employee benefits.....................	70,030	69,289	69,059	68,955	65,021	54,966

Equipment	57,867	50,887	44,646	44,806	43,012	39,396
Net occupancy	49,509	49,676	47,824	46,304	45,496	41,387
Advertising	24,662	14,947	13,757	17,570	15,141	15,114
Printing and supplies	21,584	19,602	18,103	18,379	18,405	17,489
Credit card and electronic banking	14,171	16,355	14,076	13,951	12,170	11,028
Legal and loan collection	13,418	11,106	9,658	9,098	12,378	14,142
Special charges	47,163	--	--	--	--	--
FDIC insurance	2,774	1,261	17,974	30,451	30,042	29,900
Other	183,117	154,484	153,065	157,207	163,521	204,370
TOTAL NON-INTEREST EXPENSE	803,108	675,510	662,061	683,520	689,451	686,923
INCOME BEFORE INCOME TAXES	459,164	457,268	429,084	410,970	402,656	266,443
Provision for income taxes	166,501	152,999	147,283	134,650	135,731	79,300
NET INCOME	$ 292,663	$ 304,269	$ 281,801	$ 276,320	$ 266,925	$ 187,143
PER COMMON SHARE (1)						
Net income						
Basic	$1.53	$1.58	$1.42	$1.40	$1.37	$ .97
Diluted	$1.52	$1.57	$1.41	$1.39	$1.35	$ .96
Cash dividends declared	$ .76	$ .68	$ .62	$ .56	$ .46	$ .40
FULLY TAX EQUIVALENT MARGIN						
Net Interest Income	$1,027,230	$ 895,086	$ 852,767	$ 871,730	$ 895,589	$ 791,358
Tax Equivalent Adjustment (2)	11,864	12,363	14,602	18,405	21,072	23,376
Tax Equivalent Net Interest Income	$1,039,094	$ 907,449	$ 867,369	$ 890,135	$ 916,661	$ 814,734

<FN>
(1) Adjusted for stock dividends and stock splits, as applicable.
(2) Calculated assuming a 35% tax rate in years 1993 through 1997 and a 34% tax rate in 1992.
</TABLE>

Consolidated AVERAGE
BALANCES AND INTEREST RATES

<TABLE>
<CAPTION>

	1997			1996		
Fully Tax Equivalent Basis (1) (in millions of dollars)	AVERAGE BALANCE	INTEREST INCOME/ EXPENSE	YIELD/ RATE	Average Balance	Interest Income/ Expense	Yield/ Rate
ASSETS						
<S>	<C>	<C>	<C>	<C>	<C>	<C>

Interest bearing deposits in banks	$ 9	$ .5	5.47%	$ 14	$ .8	5.85%
Trading account securities	11	.6	5.70	16	.9	5.66
Federal funds sold and securities purchased under resale agreements	44	2.4	5.50	67	3.8	6.03
Mortgages held for sale	131	10.1	7.75	113	8.7	7.74
Securities:						
Taxable	5,351	339.8	6.35	5,194	333.7	6.42
Tax exempt	264	25.3	9.55	291	27.9	9.59
Total Securities	5,615	365.1	6.50	5,485	361.6	6.59
Loans						
Commercial	5,302	456.6	8.61	4,955	396.9	8.01
Real Estate						
Construction	813	73.8	8.85	580	50.7	8.75
Mortgage	3,761	326.9	8.71	3,614	312.3	8.64
Consumer						
Loans	6,299	574.8	9.12	5,880	528.4	8.99
Leases	1,406	106.7	7.59	950	74.8	7.87
Total Loans	17,581	1,538.8	8.75	15,979	1,363.1	8.53
Allowance for loan losses/loan fees	253	75.8		231	49.2	
Net loans	17,328	1,614.6	9.18	15,748	1,412.3	8.84
Total earning assets	23,391	1,993.3	8.52%	21,674	1,788.1	8.26%
Cash and due from banks	910			901		
All other assets	1,103			1,031		
TOTAL ASSETS	$25,151			$23,375		
LIABILITIES AND SHAREHOLDERS' EQUITY						
Non-interest bearing deposits	$ 2,774			$ 2,664		
Interest bearing demand deposits	3,204	84.4	2.64%	3,068	80.2	2.61%
Savings deposits	3,056	100.4	3.28	2,836	86.3	3.04
Other domestic time deposits	5,857	329.7	5.63	5,463	310.3	5.68
Total core deposits	14,891	514.5	4.25	14,031	476.8	4.19
Certificates of deposit of $100,000 or more	1,922	109.4	5.70	1,525	85.5	5.61
Foreign time deposits	382	22.2	5.81	305	18.4	6.03
Total deposits	17,195	646.1	4.48	15,861	580.7	4.40
Short-term borrowings	3,294	172.7	5.24	3,375	183.6	5.44
Long-term debt, including capital securities	2,254	135.4	6.01	1,858	116.4	6.26
Total interest bearing liabilities	19,969	954.2	4.78%	18,430	880.7	4.78%
All other liabilities	514			505		
Shareholders' equity	1,894			1,776		
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$25,151			$23,375		
Net interest rate spread			3.74%			3.48%
Impact of non-interest bearing funds on margin			.70%			.71%

NET INTEREST INCOME/MARGIN.................................. $1,039.1 4.44% $ 907.4 4.19%

======== =======

<FN>
(1) Fully tax equivalent yields are calculated assuming a 35% tax rate in 1993 through 1997 and a 34% tax rate in 1992.

Average loan balances include non-accruing loans. Loan income includes cash received on non-accruing loans.
</TABLE>

<TABLE>
<CAPTION>

1995			1994			1993			1992		
Average Balance	Interest Income/ Expense	Yield/ Rate	Average Balance	Interest Income/ Expense	Yield/ Rate	Average Balance	Interest Income/ Expense	Yield/ Rate	Average Balance	Interest Income/ Expense	Yield/ Rate
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
$ 26	$ 1.6	5.99%	$ 8	$ .5	6.23%	$ 30	$ 1.3	4.27%	$ 88	$ 4.7	5.29%
23	1.6	7.29	14	.9	6.16	10	.5	5.04	22	1.2	5.43
93	5.6	6.10	134	5.8	4.30	103	3.3	3.22	157	5.9	3.77
133	10.0	7.58	367	25.9	7.06	827	60.2	7.28	681	55.0	8.09
4,679	310.7	6.64	3,713	226.5	6.10	4,703	284.5	6.05	3,965	276.9	6.99
342	33.2	9.73	419	42.0	10.03	464	49.6	10.70	520	50.6	9.73
5,021	343.9	6.85	4,132	268.5	6.50	5,167	334.1	6.47	4,485	327.5	7.30
4,703	403.3	8.58	4,140	350.1	8.46	3,823	321.5	8.41	3,602	300.0	8.33
473	41.6	8.79	396	30.6	7.73	445	31.1	6.99	456	30.7	6.73
3,834	328.1	8.56	3,474	278.3	8.01	3,084	253.9	8.24	2,698	241.7	8.96
5,508	494.2	8.97	4,837	401.6	8.31	4,008	364.6	9.10	3,585	381.4	10.64
657	51.0	7.76	485	34.7	7.15	349	27.8	7.97	263	23.3	8.86
15,175	1,318.2	8.69	13,332	1,095.3	8.21	11,709	998.9	8.53	10,604	977.1	9.22
227	43.4		235	40.1		215	33.2		163	31.7	
14,948	1,361.6	8.97	13,097	1,135.4	8.52	11,494	1,032.1	8.82	10,441	1,008.8	9.51
20,471	1,724.3	8.43%	17,987	1,437.0	7.99%	17,846	1,431.5	8.02%	16,037	1,403.1	8.75%
883			841			787			723		
972			906			923			868		
$22,099			$ 19,499			$19,341			$17,465		
$ 2,477			$ 2,390			$ 2,384			$ 1,964		
2,815	68.6	2.44%	2,984	65.9	2.21%	2,908	70.2	2.41%	2,710	82.9	3.06%
2,666	77.9	2.92	2,935	68.0	2.32	2,863	75.4	2.63	2,351	83.9	3.57
5,382	300.3	5.58	4,383	187.3	4.27	4,376	187.6	4.29	4,846	250.2	

											5.17
13,340	446.8	4.11	12,692	321.2	3.12	12,531	333.2	3.28	11,871	417.0	4.21
1,269	74.8	5.89	914	39.3	4.30	1,049	39.8	3.79	1,463	66.7	4.56
262	17.0	6.50	286	12.2	4.25	455	15.0	3.30	153	5.7	3.73
14,871	538.6	4.34	13,892	372.7	3.24	14,035	388.0	3.33	13,487	489.4	4.25
3,622	217.9	6.02	2,763	111.1	4.02	2,943	92.8	3.16	2,166	76.3	3.53
1,432	100.4	7.01	937	63.1	6.74	651	34.0	5.24	312	22.7	7.27
17,448	856.9	4.91%	15,202	546.9	3.60%	15,245	514.8	3.38%	14,001	588.4	4.21%
432			286			297			246		
1,742			1,621			1,415			1,254		
$22,099			$ 19,499			$19,341			$17,465		
		3.52%			4.39%			4.64%			4.54%
		.72%			.56%			.50%			.54%
	$ 867.4	4.24%		$ 890.1	4.95%		$ 916.7	5.14%		$ 814.7	5.08%

</TABLE>

MARKET PRICES, KEY RATIOS AND
STATISTICS, NON-PERFORMING ASSETS
(Quarterly Data)

- ---

<TABLE>
<CAPTION>

QUARTERLY COMMON STOCK SUMMARY (1)	1997				1996			
	IVQ	IIIQ	IIQ	IQ	IVQ	IIIQ	IIQ	IQ
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
High....................................	$ 38 7/8	$ 37 3/4	$ 27 1/4	$ 28 7/8	$ 26 1/4	$ 21 3/8	$ 20 7/8	$ 20 1/8
Low.....................................	31 1/2	27 1/4	23 5/8	22 3/4	20 13/16	19 5/16	19 9/16	18 5/8
Close...................................	36	36 1/16	26 3/4	23 7/8	24	20 15/16	19 3/4	19 3/4
Cash dividends declared..................	$.20	$.20	$.18	$.18	$.18	$.18	$.16	$.16

<FN>
(1) Restated for the ten percent stock dividend distributed July 31, 1997.
Note: Stock price quotations were obtained from NASDAQ
</TABLE>

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<TABLE>
<CAPTION>

KEY RATIOS AND STATISTICS MARGIN ANALYSIS--AS A % OF AVERAGE EARNING ASSETS (1)	1997				1996			
	IVQ	IIIQ	IIQ	IQ	IVQ	IIIQ	IIQ	IQ
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>

Interest Income	8.48%	8.53%	8.61%	8.42%	8.16%	8.25%	8.28%	8.24%
Interest Expense	4.04	4.12	4.07	4.03	3.97	4.00	4.04	4.12
Net Interest Margin	4.44%	4.41%	4.54%	4.39%	4.19%	4.25%	4.24%	4.12%
RETURN ON								
Average total assets	1.41%	0.65%	1.33%	1.27%	1.32%	1.33%	1.31%	1.26%
Average earning assets	1.53%	0.69%	1.43%	1.37%	1.42%	1.42%	1.41%	1.36%
Average shareholders' equity	18.23%	8.41%	18.07%	17.42%	17.69%	17.75%	17.30%	15.94%

<FN>
(1) Presented on a fully tax equivalent basis assuming a 35% tax rate.
</TABLE>

<TABLE>
<CAPTION>
NON-PERFORMING ASSETS
(QUARTER-END)
(in thousands of dollars)

<S> <C> <C> <C> <C> <C> <C> <C> <C>

	1997				1996			
	IVQ	IIIQ	IIQ	IQ	IVQ	IIIQ	IIQ	IQ
Non-accrual loans	$ 65,981	$72,385	$ 61,105	$ 64,764	$55,040	$ 57,346	$58,311	$63,540
Renegotiated loans	5,822	6,069	4,449	4,490	4,422	5,725	6,726	6,334
TOTAL NON-PERFORMING LOANS	71,803	78,454	65,554	69,254	59,462	63,071	65,037	69,874
Other real estate, net	15,343	13,762	14,434	20,300	17,208	16,321	23,213	22,219
TOTAL NON-PERFORMING ASSETS	$ 87,146	$92,216	$ 79,988	$ 89,554	$76,670	$ 79,392	$88,250	$92,093
NON-PERFORMING LOANS AS A % OF TOTAL LOANS	0.40%	0.44%	0.37%	0.40%	0.35%	0.39%	0.41%	0.45%
NON-PERFORMING ASSETS AS A % OF TOTAL LOANS AND OTHER REAL ESTATE	0.49%	0.52%	0.45%	0.51%	0.46%	0.48%	0.55%	0.59%
ALLOWANCE FOR LOAN LOSSES AS A % OF NON-PERFORMING LOANS	359.55%	328.71%	378.11%	348.93%	388.11%	366.24%	348.52%	324.34%
ALLOWANCE FOR LOAN LOSSES AND OTHER REAL ESTATE AS A % OF NON-PERFORMING ASSETS	294.32%	277.31%	306.51%	266.89%	297.12%	282.47%	246.01%	234.94%
ACCRUING LOANS PAST DUE 90 DAYS OR MORE	$ 49,608	$43,120	$ 40,967	$ 42,023	$39,267	$ 40,301	$35,094	$30,345

</TABLE>

Selected QUARTERLY INCOME
STATEMENT Data

<TABLE>
<CAPTION>

(in thousands of dollars, except per share amounts)	1997 IVQ	1997 IIIQ	1997 IIQ	1997 IQ	1996 IVQ	1996 IIIQ	1996 IIQ	1996 IQ
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
TOTAL INTEREST INCOME	$499,760	$502,821	$503,018	$475,874	$452,716	$445,453	$439,514	$438,051
TOTAL INTEREST EXPENSE..................	240,197	245,663	240,060	228,323	223,664	219,217	216,822	220,945
NET INTEREST INCOME.....................	259,563	257,158	262,958	247,551	229,052	226,236	222,692	217,106
Provision for loan losses...............	26,235	28,351	30,831	22,38	25,038	22,978	14,160	14,195
NET INTEREST INCOME AFTER PROVISION FOR LOAN LOSSES............	233,328	228,807	232,127	225,171	204,014	203,258	208,532	202,911
Service charges on deposit accounts	31,035	30,382	28,841	27,594	27,434	27,262	26,971	26,002
Mortgage banking	15,889	20,672	10,157	8,997	10,420	11,897	10,684	10,941
Trust services	12,019	12,124	11,814	12,145	10,724	10,381	10,320	10,812
Electronic banking fees.................	6,153	5,947	6,192	4,364	3,999	3,452	2,558	2,004
Credit card fees........................	6,583	5,073	4,523	4,195	5,235	4,255	8,696	4,907
Investment product sales	4,703	4,987	4,315	5,019	3,487	3,054	3,653	3,756
Securities gains........................	1,034	1,242	3,604	2,098	4,240	6,172	102	7,106
Other	11,094	15,670	12,055	12,319	12,631	14,911	13,787	12,210
TOTAL NON-INTEREST INCOME	88,510	96,097	81,501	76,731	78,170	81,384	76,771	77,738
Salaries	74,390	76,068	74,769	72,188	70,041	69,480	67,287	66,508
Commissions	6,111	6,139	4,437	4,711	3,581	3,407	3,737	3,862
Employee benefits	15,286	18,259	16,813	19,672	13,668	17,129	18,042	20,450
Equipment	16,004	14,503	14,173	13,187	14,152	12,854	12,312	11,569
Net occupancy...........................	11,755	12,772	11,650	13,332	12,002	12,351	12,607	12,716
Advertising.............................	5,356	6,139	5,830	7,337	3,236	3,495	4,689	3,527
Printing and supplies	6,239	5,384	5,035	4,926	5,216	4,771	5,133	4,482
Credit card and electronic banking.......	3,738	3,581	3,965	2,887	3,875	4,490	4,226	3,764
Legal and loan collection...............	3,975	3,541	3,186	2,716	4,004	2,235	2,714	2,153
Special charges.........................	--	47,163	--	--	--	--	--	--
Other	45,678	51,361	45,947	42,905	35,233	38,261	41,270	40,981
TOTAL NON-INTEREST EXPENSE	188,532	244,910	185,805	183,861	165,008	168,473	172,017	170,012
INCOME BEFORE INCOME TAXES	133,306	79,994	127,823	118,041	117,176	116,169	113,286	110,637
Provision for income taxes	42,657	38,762	44,220	40,862	38,044	38,725	37,997	38,233
NET INCOME..............................	$ 90,649	$ 41,232	$ 83,603	$ 77,179	$ 79,132	$ 77,444	$ 75,289	$72,404

PER COMMON SHARE (1)								
Net income								
Basic	$.47	$.22	$.44	$.41	$.42	$.40	$.39	$.37
Diluted	$.47	$.21	$.43	$.40	$.41	$.40	$.39	$.37
Cash dividends declared	$.20	$.20	$.18	$.18	$.18	$.18	$.16	$.16
FULLY TAX EQUIVALENT MARGIN								
Net Interest Income	$259,563	$257,158	$262,958	$247,551	$229,052	$226,236	$222,692	$217,106
Tax Equivalent Adjustment (2)	2,754	3,115	2,948	3,047	3,018	3,026	3,123	3,196
Tax Equivalent Net Interest Income	$262,317	$260,273	$265,906	$250,598	$232,070	$229,262	$225,815	$220,302

<FN>
(1) Adjusted for stock dividends and stock splits, as applicable.

(2) Calculated assuming a 35% tax rate.
</TABLE>

Report of MANAGEMENT

The integrity of the financial statements and other financial information contained in this Annual Report is the responsibility of the management of Huntington. Such financial information has been prepared in accordance with generally accepted accounting principles, based on the best estimates and judgment of management.

Huntington maintains a system of internal accounting controls designed to provide reasonable assurance that transactions are executed and recorded in accordance with management's authorization and that the assets of Huntington are properly safeguarded. This system includes the careful selection and training of staff, the communication of policies and procedures consistent with the highest standards of business conduct, and the maintenance of an internal audit function.

The Audit Committee of the Board of Directors is composed entirely of outside directors and it meets periodically with both internal and independent auditors to review the results and recommendations of their audits. This Committee selects the independent auditor with the approval of shareholders.

The accounting firm of Ernst & Young LLP has been engaged by Huntington to audit its financial statements, and their report appears below.

/s/ Frank Wobst	/s/ Gerald R. Williams
Frank Wobst	Gerald R. Williams
Chairman and	Executive Vice President
Chief Executive Officer	and Chief Financial Officer

Report of ERNST & YOUNG LLP, INDEPENDENT AUDITORS

To the Board of Directors and Shareholders
Huntington Bancshares Incorporated

We have audited the accompanying consolidated balance sheets of Huntington Bancshares Incorporated and Subsidiaries as of December 31, 1997 and 1996, and the related consolidated statements of income, changes in shareholders' equity, and cash flows for each of the three years in the period ended December 31, 1997. These financial statements are the responsibility of the company's management. Our responsibility is to express an opinion on these financial statements based on our audits. The consolidated financial statements give retroactive effect to the merger of Huntington Bancshares Incorporated and First Michigan Bank Corporation (First Michigan), which has been accounted for using the pooling of interests accounting method as described in Note 2 to the consolidated financial statements. We did not audit the 1996 and 1995 financial statements of First Michigan, which statements reflect total assets constituting 14% for 1996 and net income constituting 14% for 1996 and 13% for 1995 of the related consolidated financial statement totals. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts for First Michigan, is based solely on the report of other auditors.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, based on our audits, and for 1996 and 1995, the report of other auditors, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Huntington Bancshares Incorporated and Subsidiaries at December 31, 1997 and 1996, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 1997, in conformity with generally accepted accounting principles.

/s/ Ernst & Young LLP

Columbus, Ohio
January 14, 1998

Consolidated
BALANCE SHEEETS

<TABLE>
<CAPTION>

	DECEMBER 31,	
(in thousands of dollars)	1997	1996
ASSETS		
Cash and due from banks	$ 1,142,450	$ 1,071,361
Interest bearing deposits in banks	39,618	3,418
Trading account securities	7,082	1,873
Federal funds sold and securities purchased under resale agreements	509,119	21,066
Mortgages held for sale	192,948	121,422
Securities available for sale-- at fair value	5,709,814	5,209,393
Investment securities-- fair value $33,383 and $354,702, respectively	33,010	345,135
Total loans	17,738,248	16,758,155
Less allowance for loan losses	258,171	230,778
Net loans	17,480,077	16,527,377
Premises and equipment	389,481	380,460
Customers' acceptance liability	27,818	56,248
Accrued income and other assets	1,199,123	634,193
TOTAL ASSETS	$ 26,730,540	$24,371,946
LIABILITIES AND SHAREHOLDERS' EQUITY		
Demand deposits		
Non-interest bearing	$ 2,549,518	$ 2,825,586
Interest bearing	3,762,862	3,181,512
Savings deposits	3,133,014	

3,040,719

	1997	1996
Certificates of deposit of $100,000 or more	1,903,657	1,506,914
Other domestic time deposits	6,115,534	5,437,131
Foreign time deposits	519,133	410,450
Total deposits	17,983,718	16,402,312
Short-term borrowings	3,286,671	4,028,255
Bank acceptances outstanding	27,818	56,248
Long-term debt	2,686,039	1,665,531
Company-obligated mandatorily redeemable capital securities of Huntington Capital I	200,000	--
Accrued expenses and other liabilities	520,903	433,942
Total Liabilities	24,705,149	22,586,288
Shareholders' Equity		
Preferred stock -- authorized 6,617,808 shares; none outstanding		
Common stock -- without par value; authorized 300,000,000 shares; issued and outstanding-- 193,279,797 and 182,265,457 shares, respectively	1,528,768	1,290,968
Less 1,543,371 and 9,284,844 treasury shares, respectively	(36,791)	(204,634)
Capital surplus	404,235	401,176
Net unrealized gains (losses) on securities available for sale	14,800	(13,931)
Retained earnings	114,379	312,079
Total Shareholders' Equity	2,025,391	1,785,658
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$26,730,540	$24,371,946

</TABLE>

See notes to consolidated financial statements.

Consolidated
STATEMEMENTS OF INCOME

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31,		
(in thousands of dollars, except per share amounts)	1997	1996	1995
Interest and fee income			
<S>	<C>	<C>	<C>
Loans	$1,611,541	$1,411,551	$1,357,975
Securities	356,388	349,937	332,932
Other	13,544	14,246	18,720

TOTAL INTEREST INCOME	1,981,473	1,775,734	1,709,627
Interest Expense			
Deposits	646,121	580,686	538,668
Short-term borrowings	172,745	183,584	217,818
Long-term debt	135,377	116,378	100,374
TOTAL INTEREST EXPENSE	954,243	880,648	856,860
NET INTEREST INCOME	1,027,230	895,086	852,767
Provision for loan losses	107,797	76,371	36,712
NET INTEREST INCOME AFTER PROVISION FOR LOAN LOSSES	919,433	818,715	816,055
Total non-interest income	342,839	314,063	275,090
Total non-interest expense	803,108	675,510	662,061
INCOME BEFORE INCOME TAXES	459,164	457,268	429,084
Provision for income taxes	166,501	152,999	147,283
NET INCOME	$ 292,663	$ 304,269	$ 281,801
PER COMMON SHARE (1)			
Net income			
Basic	$1.53	$1.58	$1.42
Diluted	$1.52	$1.57	$1.41
Cash dividends declared	$ .76	$ .68	$ .62
AVERAGE COMMON SHARES OUTSTANDING (1)	190,804,039	192,491,596	198,429,594

<FN>
(1) Adjusted for stock dividends and stock splits, as applicable.
</TABLE>

See notes to consolidated financial statements.

Consolidated Statements of
CHANGES IN SHAREHOLDERS' EQUITY

<TABLE>
<CAPTION>

(in thousands, except per share amounts)	COMMON SHARES	COMMON STOCK	TREASURY SHARES	TREASURY STOCK	CAPITAL SURPLUS	NET UNREALIZED GAINS (LOSSES) ON SECURITIES	RETAINED EARNINGS	TOTAL
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>

BALANCE-- JANUARY 1, 1995................	151,720	$930,154	(905)	$(16,577)	$339,695	$(66,224)	$448,223	$ 1,635,271
Stock issued for acquisitions...........	3,510	3,434			20,061	(985)	8,474	30,984
Net income..............................							281,801	281,801
Cash dividends declared ($.62 per share).							(106,493)	(106,493)
5% stock dividend.......................	6,732	140,146	(45)				(140,272)	(126)
Stock options exercised.................			231	4,155	7		(2,809)	1,353
Treasury shares purchased...............			(9,625)	(204,645)				(204,645)
Treasury shares sold:								
Shareholder dividend reinvestment plan			1,553	28,609	437		(1,114)	27,932
Employee benefit plans...............			439	7,826	213		(45)	7,994
Conversion of convertible notes.........	41	311						311
Change in net unrealized gains (losses) on securities available for sale...						105,246		105,246
Pre-merger transactions of pooled subsidiary	1,169	1,012			22,319	4,753	(35,019)	(6,935)
BALANCE-- DECEMBER 31, 1995.............	163,172	1,075,057	(8,352)	(180,632)	382,732	42,790	452,746	1,772,693
Stock issued for acquisitions...........			4,733	102,760	5,037			107,797
Net income..............................							304,269	304,269
Cash dividends declared ($.68 per share).							(111,120)	(111,120)
Stock options exercised			284	5,385	(4,318)			1,067
10% stock dividend......................	10,431	208,110	2,837	78,030	2,444		(288,790)	(206)
Treasury shares purchased...............			(10,419)	(246,341)	(2,819)			(249,160)
Treasury shares sold:								
Shareholder dividend reinvestment plan			1,405	31,189	805			31,994
Employee benefit plans...............			227	4,975	397			5,372
Conversion of convertible notes.........	50	345						345
Change in net unrealized gains (losses) on securities available for sale...						(56,721)		(56,721)
Pre-merger transactions of pooled subsidiary	8,612	7,456			16,898		(45,026)	(20,672)
BALANCE-- DECEMBER 31, 1996.............	182,265	1,290,968	(9,285)	(204,634)	401,176	(13,931)	312,079	1,785,658
Stock issued for acquisitions...........			3,244	73,775	16,463			90,238
Net income..............................							292,663	292,663
Cash dividends declared ($.76 per share).							(128,013)	(128,013)
Stock options exercised.................			461	7,000	(3,641)			3,359
10% stock dividend......................	9,181	236,214	5,274	124,920	(51,488)		(309,846)	(200)
Treasury shares purchased...............			(1,930)	(53,427)	(2,748)			(56,175)
Treasury shares sold:								
Shareholder dividend reinvestment plan			534	11,968	2,345			14,313
Employee benefit plans...............			159	3,607	1,110			4,717
Change in net unrealized gains (losses) on securities available for sale......						28,731		28,731
Pre-merger transactions of pooled subsidiary	1,833	1,586			41,018		(52,504)	

(9,900)

BALANCE-- DECEMBER 31, 1997.............	193,279	$1,528,768	(1,543)	$(36,791)	$404,235	$14,800	$ 114,379	$ 2,025,391

</TABLE>

See notes to consolidated financial statements.

Consolidated Statements
of CASH FLOWS

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31,		
(in thousands of dollars)	1997	1996	1995
OPERATING ACTIVITIES			
<S>	<C>	<C>	<C>
Net Income	$ 292,663	$ 304,269	$ 281,801
Adjustments to reconcile net income to net cash provided by operating activities			
Provision for loan losses	107,797	76,371	36,712
Provision for depreciation and amortization	63,383	91,903	76,488
Deferred income tax expense	47,687	29,703	25,841
(Increase) decrease in trading account securities	(5,209)	11,051	(3,497)
(Increase) decrease in mortgages held for sale	(71,526)	46,909	(27,218)
Gain on sale of subsidiary	-	-	(8,939)
Net gains on sales of securities	(7,978)	(17,620)	(9,380)
Net gains on sales of loans	(12,200)	(1,382)	(1,274)
(Increase) decrease in accrued income receivable	(7,003)	6,319	(24,849)
Net increase in other assets	(111,259)	(53,471)	(35,704)
Increase (decrease) in accrued expenses	15,993	(20,029)	116,927
Net increase in other liabilities	11,228	5,111	3,862
NET CASH PROVIDED BY OPERATING ACTIVITIES	323,576	479,134	430,770
INVESTING ACTIVITIES			
(Increase) decrease in interest bearing deposits in banks.....................	(36,185)	286,537	(282,730)
Proceeds from:			
Maturities and calls of investment securities	90,287	104,180	213,753
Maturities and calls of securities available for sale	787,788	477,462	246,839
Sales of securities	2,297,166	2,743,036	2,659,785
Purchases of:			
Investment securities	(2,962)	(19,247)	(9,111)
Securities available for sale	(2,958,135)	(3,111,606)	(3,823,767)
Proceeds from sales of loans	357,396	110,737	306,105
Net loan originations, excluding sales	(1,209,015)	(1,354,362)	(1,521,898)
Proceeds from disposal of premises and equipment	8,243	1,664	

			2,902
Purchases of premises and equipment	(45,849)	(51,617)	(44,723)
Proceeds from sales of other real estate	17,441	18,627	30,133
Purchase of corporate-owned life insurance	(400,000)	-	-
Net cash (paid) received from purchase of subsidiaries	(2,294)	631	165,803
NET CASH USED FOR INVESTING ACTIVITIES	(1,096,119)	(793,958)	(2,056,909)
FINANCING ACTIVITIES			
Increase in total deposits	1,025,005	521,255	723,427
(Decrease) increase in short-term borrowings	(751,930)	469,785	581,914
Proceeds from issuance of long-term debt	1,742,651	870,698	1,095,220
Payment of long-term debt	(722,372)	(1,418,421)	(208,550)
Proceeds from issuance of capital securities	200,000	-	-
Dividends paid on common stock, including pre-merger dividends of pooled subsidiary	(132,760)	(125,379)	(118,906)
Repurchase of common stock	(56,175)	(258,415)	(206,556)
Proceeds from issuance of common stock	27,266	43,971	41,557
NET CASH PROVIDED BY FINANCING ACTIVITIES	1,331,685	103,494	1,908,106
CHANGE IN CASH AND CASH EQUIVALENTS	559,142	(211,330)	281,967
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	1,092,427	1,303,757	1,021,790
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 1,651,569	$ 1,092,427	$ 1,303,757

</TABLE>

NOTE: Huntington made interest payments of $964,203, $886,020, and $783,275 in 1997, 1996, and 1995, respectively. Federal income tax payments were $114,755 in 1997, $120,645 in 1996, and $112,598 in 1995.

See notes to consolidated financial statements.

NOTES to Consolidated
Financial Statements

- --

1. ACCOUNTING POLICIES

NATURE OF OPERATIONS: Huntington Bancshares Incorporated (Huntington) is a multi-state bank holding company organized under Maryland law in 1966 and headquartered in Columbus, Ohio. Through its subsidiaries, Huntington conducts a full-service commercial and consumer banking business and provides other financial products and services, principally to domestic customers.

BASIS OF PRESENTATION: The consolidated financial statements include the accounts of Huntington and its subsidiaries and are presented on the basis of generally accepted accounting principles (GAAP). All significant intercompany accounts and transactions have been eliminated in consolidation. Certain prior period amounts have been reclassified to conform with the current year's presentation.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements. Actual results could differ from those estimates.

On January 1, 1997, Huntington adopted Financial Accounting Standards Board (FASB) Statement No. 125, "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities" (FAS 125). The Statement is effective for transactions occurring after December 31, 1996. However, transactions such as securities lending, repurchase agreements, dollar rolls, and similar secured financing arrangements are not subject to the provisions of FAS 125 until January 1, 1998. The standard provides that, following a transfer of financial assets, an entity is to recognize the financial and servicing assets it controls and the liabilities it has incurred, derecognize financial assets when control has been surrendered, and derecognize liabilities when extinguished. The adoption of FAS 125 did not have a material impact on Huntington's consolidated financial statements. The impact of the delayed provisions is also not expected to be material.

In February 1997, the FASB issued Statement No. 128, "Earnings Per Share" (FAS 128). FAS 128 replaced the calculation of primary and fully diluted earnings per share (EPS) with basic and diluted EPS. Unlike primary EPS, basic EPS excludes any dilutive effects of options, warrants, and convertible securities. Diluted EPS is very similar to fully diluted EPS. All EPS amounts presented have been restated, as applicable, to conform with the new requirements.

In June 1997, the FASB issued Statement No. 130, "Reporting Comprehensive Income" (FAS 130) and Statement No. 131, "Disclosures about Segments of an Enterprise and Related Information" (FAS 131). Each of the new statements is effective for periods beginning after December 15, 1997, and requires that certain additional information be reported in the financial statements and related notes. Huntington will adopt FAS 130 in the first quarter of 1998 and expects to provide the segment disclosures required by FAS 131 in its 1998 Annual Report to Shareholders.

SECURITIES: Debt securities that Huntington has both the positive intent and ability to hold to maturity are classified as investments and are carried at amortized cost. Securities purchased with the intention of recognizing short-term profits are placed in the trading account and carried at fair value. Securities not classified as investments or trading are designated available for sale and carried at fair value. Unrealized gains and losses on securities available for sale are carried as a separate component of shareholders' equity. Unrealized gains and losses on securities classified as trading are reported in earnings. The amortized cost of specific securities sold is used to compute realized gains and losses.

LOANS: Loans are stated at the principal amount outstanding, net of unearned discount. Interest income on loans is primarily accrued based on principal amounts outstanding. Income from lease financing is recognized on a basis to achieve a constant periodic rate of return on the outstanding investment. The accrual of interest income is discontinued when the collection of principal, interest, or both is doubtful. When interest accruals are suspended, interest income accrued in the current period is generally reversed. Huntington uses the cost recovery method in accounting for cash received on non-accrual loans. Under this method, cash receipts are applied entirely against principal until the loan has been collected in full, after which time any additional cash receipts are recognized as interest income.

Net direct loan origination costs/fees, when material, are deferred and amortized over the term of the loan as a yield adjustment.

ALLOWANCE FOR LOAN LOSSES: The allowance for loan losses reflects management's judgment as to the level considered appropriate to absorb potential losses inherent in the loan portfolio. This judgment is based on a review of individual loans, historical loss experience, economic conditions, portfolio trends, and other factors. The allowance is increased by provisions charged to earnings and reduced by charge-offs, net of recoveries.

The portion of the allowance for loan losses related to impaired loans (non-accruing and restructured credits, exclusive of smaller, homogeneous loans) is based on discounted cash flows using the loans' initial effective interest rate or the fair value of the collateral for collateral-dependent loans.

OTHER REAL ESTATE: Other real estate, acquired through partial or total satisfaction of loans, is included in other assets and carried at the lower of cost or fair value less estimated costs of disposition. At the date of acquisition, any losses are charged to the allowance for loan losses. Subsequent write-downs are included in non-interest expense. Realized losses from disposition of the property and declines in fair value that are considered permanent are charged to the reserve for other real estate, as applicable.

PREMISES AND EQUIPMENT: Premises and equipment are stated at cost, less accumulated depreciation. Depreciation is computed principally by the straight-line method over the estimated useful lives of the related assets. Estimated useful lives employed are on average 30 years for premises and 3 to 10 years for equipment.

MORTGAGE BANKING ACTIVITIES: Mortgages held for sale are reported at the lower of cost or aggregate market value primarily as determined by outstanding commitments from investors.

Capitalized mortgage servicing rights are evaluated for impairment based on the fair value of those rights, using a disaggregated approach. Mortgage servicing rights are amortized on an accelerated basis over the estimated period of net servicing revenue.

PURCHASE BUSINESS COMBINATIONS: Net assets of entities acquired, for which the purchase method of accounting was used by Huntington, were recorded at their estimated fair value at the date of acquisition. The excess of cost over the fair value of net assets acquired (goodwill) is being amortized over periods generally up to 25 years. Core deposits and other identifiable acquired intangible assets are amortized over their estimated useful lives.

OFF-BALANCE SHEET FINANCIAL INSTRUMENTS: Huntington uses certain off-balance sheet financial instruments, principally interest rate swaps, in connection with its asset/liability management activities. Purchased interest rate options (including caps and floors), futures, and forwards are also used to manage interest rate risk. Provided these instruments meet specific criteria, they are considered hedges and accounted for under the accrual or deferral methods, as more fully discussed below. Off-balance sheet financial instruments that do not meet the required criteria are carried on the balance sheet at fair value with realized and unrealized changes in that value recognized in earnings. Similarly, if the hedged item is sold or its outstanding balance otherwise declines below that of the related hedging instrument, the off-balance sheet product (or applicable excess portion thereof) is marked-to-market and the resulting gain or loss is included in earnings.

Accrual accounting is used when the cash flows attributable to the hedging instrument satisfy the objectives of the asset/liability management strategy. Huntington uses the accrual method for substantially all of its interest rate swaps as well as for interest rate options. Amounts receivable or payable under these agreements are recognized as an adjustment to the interest income or expense of the hedged item. There is no recognition on the balance sheet for changes in the fair value of the hedging instrument, except for interest rate swaps designated as hedges of securities available for sale, for which changes in fair values are reported in shareholders' equity. Premiums paid for interest rate options are deferred as a component of other assets and amortized to interest income or expense over the contract term. Gains and losses on terminated hedging instruments are also deferred and amortized to interest income or expense generally over the remaining life of the hedged item.

Huntington employs deferral accounting when the market value of the hedging instrument meets the objectives of the asset/liability management strategy and the hedged item is reported at other than fair value. In such cases, gains and losses associated with futures and forwards are deferred as an adjustment to the carrying value of the related asset or liability and are recognized in the corresponding interest income or expense accounts over the remaining life of the hedged item.

The FASB has issued a draft statement, "Accounting for Derivative and Similar Financial Instruments and for Hedging Activities." A final statement is expected to be issued in the second quarter of 1998, the provisions of which must be adopted by Huntington no later than January 1, 2000. Upon the FASB's issuance of a final standard, Huntington intends to complete its analysis of the financial statement impact of adopting the new rules.

STATEMENT OF CASH FLOWS: Cash and cash equivalents are defined as "Cash and due from banks" and "Federal funds sold and securities purchased under resale agreements."

2. MERGERS AND ACQUISITIONS

On September 30, 1997, Huntington acquired First Michigan Bank Corporation, a $3.6 billion bank holding company headquartered in Holland, Michigan. Huntington issued approximately 32.2 million shares of its common stock to the shareholders of First Michigan based upon an exchange ratio of 1.155 shares of Huntington common stock for each outstanding share of First Michigan common stock in a transaction accounted for as a pooling of interests. All financial information previously reported by Huntington, except dividends per share, has been restated for the First Michigan acquisition.

Separate results of operations for Huntington and First Michigan for periods preceding the merger were as follows:

<TABLE>
<CAPTION>

(in thousands of dollars)	NINE MONTHS ENDED SEPTEMBER 30, 1997	YEAR ENDED DECEMBER 31, 1996	1995
<S>	<C>	<C>	<C>
Net interest income			
Huntington	$655,364	$758,824	$724,563
First Michigan	112,303	136,262	128,204
Combined	$767,667	$895,086	$852,767
Net income (loss)			
Huntington	$214,717	$262,101	$244,489
First Michigan	(12,703)	42,168	37,312
Combined	$202,014	$304,269	$281,801
Earnings (loss) per share			
Basic			
Huntington	$1.36	$1.63	$1.47
First Michigan	(0.46)	1.52	1.35
Combined	$1.06	$1.58	$1.42
Diluted			

Huntington	$1.34	$1.62	$1.46
First Michigan	(0.45)	1.51	1.33
Combined	$1.04	$1.57	$1.41

</TABLE>

In connection with the acquisition of First Michigan, Huntington reported a restructuring charge of $35.0 million consisting primarily of personnel, facilities, and systems costs, and incurred $12.2 million of professional fees and other costs to effect the merger (reported on a combined basis as "Special charges"). Other one-time costs related to the acquisition were an additional loan loss provision of $4.8 million and non-interest expenses of $4.0 million. It is anticipated that the $23.1 million restructuring charge accrual (predominantly consisting of personnel-related costs) remaining at December 31, 1997 will be used during 1998.

Also in 1997, Huntington consummated two acquisitions which were accounted for as purchases. On February 28, 1997, Huntington acquired Citi-Bancshares, Inc. (Citi-Bancshares), a $548 million one-bank holding company headquartered in Leesburg, Florida. The purchase price was distributed to Citi-Bancshares shareholders in the form of $47.7 million in cash and 2.9 million shares of Huntington common stock. On October 31, 1997, Huntington acquired The Bank of Winter Park (Winter Park), a $90 million bank headquartered in Winter Park, Florida, for approximately 364 thousand shares of Huntington common stock. Results of operations include these acquired businesses from the date of acquisition only. Pro forma results of operations of Citi-Bancshares and Winter Park have been excluded due to the immaterial impact on Huntington's consolidated earnings.

In December 1997, Huntington announced the acquisition of sixty banking offices in Florida to be sold by NationsBank Corporation in connection with the merger of NationsBank and Barnett Banks Inc. The branch acquisition is expected to add $1.6 billion in loans and $2.6 billion in deposits. The deposit premium, which is subject to final determination based on the deposit levels at the closing of the transaction, is projected to be $523 million. Huntington intends to raise $300 million of common equity and will sell an additional $250 million of trust preferred (capital) securities in connection with the transaction. The new capital amounts are estimates only and could change based on Huntington's asset growth, the ultimate deposit premium paid, and other developments over the next few months. The acquisition is expected to close in the second quarter of 1998.

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3. SECURITIES AVAILABLE FOR SALE

Amortized cost, unrealized gains and losses, and fair values of securities available for sale as of December 31, 1997, and 1996 were:

- --

<TABLE>
<CAPTION>

		UNREALIZED		
(in thousands of dollars)	AMORTIZED COST	GROSS GAINS	GROSS LOSSES	FAIR VALUE
<S>	<C>	<C>	<C>	<C>
AT DECEMBER 31, 1997				
U.S. Treasury	$ 730,862	$ 4,501	$ 5,689	$ 729,674
Federal Agencies				
Mortgage-backed securities	1,368,502	8,031	5,093	1,371,440
Other agencies	2,888,971	16,049	5,100	2,899,920
Total U.S. Treasury and Federal Agencies	4,988,335	28,581	15,882	5,001,034
Other Securities	698,584	11,953	1,757	708,780
Total securities available for sale ..	$5,686,919	$ 40,534	$ 17,639	$5,709,814
AT DECEMBER 31, 1996				
U.S. Treasury	$ 801,671	$ 2,374	$ 14,618	$ 789,427
Federal Agencies				
Mortgage-backed securities	1,354,565	4,399	13,161	1,345,803
Other agencies	2,581,768	10,951	13,128	2,579,591
Total U.S. Treasury and Federal Agencies	4,738,004	17,724	40,907	4,714,821

Other Securities	493,322	4,000	2,750	494,572
Total securities available for sale ..	$5,231,326	$ 21,724	$ 43,657	$5,209,393

</TABLE>

Amortized cost and fair values by contractual maturity at December 31, 1997, and 1996 were:

<TABLE>
<CAPTION>

(in thousands of dollars)	AMORTIZED COST	FAIR VALUE
AT DECEMBER 31, 1997		
Under 1 year	$ 18,148	$ 18,145
1-D5 years	2,381,776	2,387,294
6-D10 years	1,805,524	1,812,872
Over 10 years	1,419,307	1,430,374
Marketable equity securities	62,164	61,129
Total	$5,686,919	$5,709,814
AT DECEMBER 31, 1996		
Under 1 year	$ 254,248	$ 254,758
1-D5 years	2,725,307	2,723,809
6-D10 years	1,359,097	1,340,908
Over 10 years	871,974	870,469
Marketable equity securities	20,700	19,449
Total	$5,231,326	$5,209,393

</TABLE>

Gross gains from sales of securities of $12.3 million, $24.7 million, and $12.8 million were realized in 1997, 1996 and 1995, respectively. Gross losses totaled $4.3 million in 1997, $7.1 million in 1996, and $3.5 million in 1995.

In 1997, Huntington securitized and transferred to securities available for sale $115.1 million of residential mortgage loans.

4. INVESTMENT SECURITIES

Amortized cost, unrealized gains and losses, and fair values of investment securities as of December 31, 1997, and 1996 were:

<TABLE>
<CAPTION>

		UNREALIZED		
(in thousands of dollars)	AMORTIZED COST	GROSS GAINS	GROSS LOSSES	FAIR VALUE
AT DECEMBER 31, 1997				
U.S. Treasury and Federal Agencies	$ 656	$ -	$ -	$ 656
States and political subdivisions	32,354	471	98	32,727
Total investment securities	$ 33,010	$ 471	$ 98	$ 33,383
AT DECEMBER 31, 1996				
U.S. Treasury	$ 27,317	$ 159	$ 64	$ 27,412
Federal Agencies				
Mortgage-backed securities	62,539	466	177	62,828
Other agencies	21,703	22	46	21,679
Total U.S. Treasury and Federal Agencies	111,559	647	287	111,919
States and political subdivisions	233,458	9,932	725	242,665
Other Securities	118	-	-	118
Total investment securities	$345,135	$ 10,579	$ 1,012	$354,702

</TABLE>

- ---

4. INVESTMENT SECURITIES (Continued)

Amortized cost and fair values by contractual maturity at December 31, 1997, and 1996 were:

<TABLE>
<CAPTION>

(in thousands of dollars)	AMORTIZED COST	FAIR VALUE
AT DECEMBER 31, 1997		
Under 1 year	$ 6,311	$ 6,310
1-D5 years	14,248	14,375
6-D10 years	9,605	9,788
Over 10 years	2,846	2,910
Total	$ 33,010	$ 33,383
AT DECEMBER 31, 1996		
Under 1 year	$ 96,886	$ 97,336
1-D5 years	160,128	165,925
6-D10 years	80,894	84,141
Over 10 years	7,227	7,300
Total	$345,135	$354,702

</TABLE>

The portfolio of investment securities acquired in the First Michigan acquisition was sold and/or transferred to the available for sale category to maintain Huntington's existing interest rate risk position. At the date of sale/transfer, amortized cost and fair value were $225.3 million and $233.5 million, respectively.

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5. LOANS

At December 31, 1997, and 1996, loans were comprised of the following:

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996
Commercial	$ 5,270,660	$ 5,129,836
Real estate		
Construction	863,635	699,013
Commercial	2,370,652	2,138,361
Residential	1,228,446	1,485,568
Consumer		
Loans	6,462,716	6,122,730
Leases	1,542,139	1,182,647
Total loans	$17,738,248	$16,758,155

</TABLE>

Huntington's subsidiaries have granted loans to its executive offcers, directors, and their associates. Such loans were made in the ordinary course of business at the banking subsidiaries' normal credit terms, including interest rate and collateralization, and do not represent more than the normal risk of collection. These loans to related parties are summarized as follows:

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996
Balance, beginning of year .	$ 173,491	$ 174,435
Loans made	126,503	55,170
Repayments	(46,828)	(48,312)
Changes due to status of executive offcers and directors	(46,195)	(7,802)
Balance, end of year	$ 206,971	$ 173,491

</TABLE>

6. ALLOWANCE FOR LOAN LOSSES

A summary of the transactions in the allowance for loan losses for the three years ended December 31 follows:

(in thousands of dollars)	1997	1996	1995
Balance, beginning of year	$ 230,778	$ 222,487	$ 225,225
Allowance acquired/other .	7,777	1,907	6,827
Loan losses	(110,723)	(91,007)	(62,414)
Recoveries of loans previously charged off	22,542	21,020	16,137
Provision for loan losses	107,797	76,371	36,712
Balance, end of year	$ 258,171	$ 230,778	$ 222,487

Approximately $34.8 million and $29.3 million of non-performing loans presented in Table 12 of Management's Discussion and Analysis are considered impaired (as defined in FASB Statement No. 114) at December 31, 1997, and 1996, respectively. Included in these amounts are $20.6 million and $11.8 million of impaired loans for which the related allowance for loan losses was $6.4 million and $4.8 million at December 31, 1997, and 1996. Principally as a result of write-downs, $14.2 million and $17.5 million of impaired loans do not have an allowance for loan losses. The average recorded investment in impaired loans during the years ended December 31, 1997, and 1996, was approximately $34.0 million and $31.5 million, respectively.

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7. PREMISES AND EQUIPMENT

At December 31, 1997, and 1996, premises and equipment stated at cost were comprised of the following:

(in thousands of dollars)	1997	1996
Land	$ 58,909	$ 56,343
Buildings	298,724	291,873
Leasehold improvements	93,485	86,776
Equipment	355,668	331,107
Total premises and equipment	806,786	766,099
Less accumulated depreciation and amortization .	417,305	385,639
Net premises and equipment	$389,481	$380,460

Depreciation and amortization charged to expense and rental income credited to occupancy expense were as follows:

(in thousands of dollars)	1997	1996	1995
Occupancy expense	$15,243	$14,491	$13,372
Equipment expense	26,140	25,001	21,620
Total depreciation and amortization	$41,383	$39,492	$34,992
Rental income credited to occupancy expense	$14,842	$11,966	$11,497

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8. SHORT-TERM BORROWINGS

At December 31, 1997, and 1996, short-term borrowings were comprised of the following:

(in thousands of dollars)	1997	1996

Federal funds purchased and securities sold under agreements to repurchase	$3,064,344	$3,309,445
Medium-term notes with original maturities less than one year		
Parent company	40,000	140,000
Subsidiary bank	105,000	505,300
Commercial paper	40,050	37,418
Other	37,277	36,092
Total short-term borrowings	$3,286,671	$4,028,255

</TABLE>

Information concerning securities sold under agreements to repurchase is summarized as follows:

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996
<S>	<C>	<C>
Average balance during the year	$1,253,724	$1,200,065
Average interest rate during the year	4.58%	4.41%
Maximum month-end balance during the year	$1,356,785	$1,382,433

</TABLE>

Commercial paper is issued by Huntington Bancshares Financial Corporation, a non-bank subsidiary with principal and interest guaranteed by Huntington Bancshares Incorporated (Parent Company).

Huntington has the ability to borrow under a line of credit totaling $200 million to support commercial paper borrowings or other short-term working capital needs. Under the terms of the agreement, a quarterly fee must be paid and there are no compensating balances required. The line is cancelable, by Huntington, upon written notice and terminates August 23, 2000. There were no borrowings under the line in 1997 or 1996.

Securities pledged to secure public or trust deposits, repurchase agreements, and for other purposes were $2.1 billion and $2.0 billion at December 31, 1997, and 1996, respectively.

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9. CAPITAL SECURITIES

In January 1997, Huntington Capital I, a Delaware statutory business trust (the "Trust") owned by Huntington, issued $200 million of company-obligated mandatorily redeemable capital securities (the "Capital Securities"). All of the common securities of Huntington Capital I are owned by Huntington. The proceeds from the issuance of the Capital Securities ($200 million) and common securities ($6.2 million) were used by Huntington Capital I to purchase from Huntington $206.2 million of Floating Rate Junior Subordinated Debentures. The subordinated debentures are the sole assets of the trust, bear interest at a variable annual rate equal to LIBOR plus .70%, and mature on February 1, 2027. Interest payments made on the capital securities are reported as a component of interest expense on long-term debt.

Huntington has fully and unconditionally guaranteed, on a subordinated basis (the "Guarantee"), payment of: (i) any accumulated and unpaid distributions required to be paid on the Capital Securities; (ii) the redemption price with respect to any Capital Securities called for redemption by the Trust; or, (iii) amounts due upon the voluntary or involuntary dissolution or liquidation of the Trust, as set forth in the Guarantee. The Guarantee will apply to the payment of distributions only to the extent that the Trust has suffcient funds available to make such payments.

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10. LONG-TERM DEBT

At December 31, 1997, and 1996, long-term debt was comprised of the following:

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996
<S>	<C>	<C>
Subordinated notes, 7 5/8%, maturing in 2003, face value $150,000 at December 31, 1997, and 1996, net of discount	$ 149,657	$ 149,587
Subordinated notes, 7 7/8%, maturing in 2002, face value $150,000 at December 31, 1997, and 1996, net of discount	149,376	149,249
Subordinated notes, 6 3/4%, maturing in 2003, face value $100,000 at December 31, 1997, and 1996, net of discount	99,819	99,786
Medium-term notes with original maturities greater than one year		

Parent company (maturing through 2002)	180,000	205,000
Subsidiary bank (maturing through 2007)	2,007,150	935,000
Federal Home Loan Bank notes maturing through 1999	95,500	121,668
Other	4,537	5,241
Total long-term debt	$2,686,039	$1,665,531

</TABLE>

PARENT COMPANY OBLIGATIONS

The 77U8% Notes are not redeemable prior to maturity in 2002, and do not provide for any sinking fund. Interest rate swaps were used by Huntington to convert the Notes to a variable interest rate. At December 31, 1997, the effective interest rate on the synthetically altered Notes was 6.37%.

The Medium-term notes had weighted average interest rates of 5.99% and 5.92% at December 31, 1997, and 1996, respectively.

SUBSIDIARY OBLIGATIONS

The 75U8% Notes and the 63U4% Notes were issued by The Huntington National Bank in 1993. Adjusted for the effects of interest rate swaps, the rates were 5.91% and 6.16% at December 31, 1997. These Notes are not redeemable prior to maturity in 2003, and do not provide for any sinking fund.

The Medium-term bank notes had weighted average interest rates of 5.98% and 5.57% at December 31, 1997, and 1996, respectively. The stated interest rates on certain notes have also been modified by interest rate swaps. At December 31, 1997, the weighted average effective interest rate on the synthetically altered Medium-term bank notes was 5.83%.

The Federal Home Loan Bank notes mature serially from February 1998 through December 1999, and had a weighted average interest rate of 6.12% and 5.84% at December 31, 1997, and 1996, respectively. These advances cannot be prepaid without penalty.

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10. LONG-TERM DEBT (Continued)

The terms of Huntington's long-term debt obligations contain various restrictive covenants including limitations on the acquisition of additional debt in excess of specified levels, dividend payments, and the disposition of subsidiaries. As of December 31, 1997, Huntington was in compliance with all such covenants.

The following table summarizes the maturities of Huntington's long-term debt:

<TABLE>
<CAPTION>

YEAR	(in thousands of dollars)
<S> <C>	<C>
1998..........................	$1,015,500
1999..........................	590,000
2000..........................	205,000
2001..........................	279,536
2002..........................	242,150
2003 and thereafter...........	355,000
	2,687,186
Discount......................	(1,147)
Total.........................	$2,686,039

</TABLE>

- --

11. OPERATING LEASES

At December 31, 1997, Huntington and its subsidiaries were obligated under noncancelable leases for land, buildings, and equipment. Many of these leases contain renewal options, and certain leases provide options to purchase the leased property during or at the expiration of the lease period at specified prices. Some leases contain escalation clauses calling for rentals to be adjusted for increased real estate taxes and other operating expenses, or proportionately adjusted for increases in the consumer or other price indices.

The following summary reflects the future minimum rental payments, by year, required under operating leases that have initial or remaining noncancelable lease terms in excess of one year as of December 31, 1997.

<TABLE>
<CAPTION>

- --

YEAR	(in thousands of dollars)
1998	$ 20,115
1999	18,354
2000	18,684
2001	17,750
2002	16,359
2003 and thereafter	90,969
Total minimum payments	$182,231

Total minimum lease payments have not been reduced by minimum sublease rentals of $61.8 million due in the future under noncancelable subleases. The rental expense for all operating leases, except those with terms of a month or less, was $25.2 million for 1997 compared with $23.0 million in 1996 and $23.6 million in 1995.

12. OFF-BALANCE SHEET TRANSACTIONS

In the normal course of business, Huntington is party to financial instruments with varying degrees of credit and market risk in excess of the amounts reflected as assets and liabilities in the consolidated balance sheet. Loan commitments and letters of credit are commonly used to meet the financing needs of customers, while interest rate swaps, purchased options, futures, and forwards are an integral part of Huntington's asset/liability management activities. To a much lesser extent, various financial instrument agreements are entered into to assist customers in managing their exposure to interest rate fluctuations. These customer agreements, for which Huntington counters interest rate risk through offsetting third party contracts, are considered trading activities.

The credit risk arising from loan commitments and letters of credit, represented by their contract amounts, is essentially the same as that involved in extending loans to customers, and both arrangements are subject to Huntington's standard credit policies and procedures. Collateral is obtained based on management's credit assessment of the customer and, for commercial transactions, may consist of accounts receivable, inventory, income-producing properties, and other assets. Residential properties are the principal form of collateral for consumer commitments.

Notional values of interest rate swaps and other off-balance sheet financial instruments significantly exceed the credit risk associated with these instruments and represent contractual balances on which calculations of amounts to be exchanged are based. Credit exposure is limited to the sum of the aggregate fair value of positions that have become favorable to Huntington, including any accrued interest receivable due from counterparties. Potential credit losses are minimized through careful evaluation of counterparty credit standing, selection of counterparties from a limited group of high quality institutions, collateral agreements, and other contract provisions. At December 31, 1997, Huntington's credit risk from these off-balance sheet arrangements, including trading activities, was approximately $73.2 million.

The contract or notional amount of financial instruments with off-balance sheet risk at December 31, 1997, and 1996, is presented in the following table:

(in millions of dollars)	1997	1996
CONTRACT AMOUNT REPRESENTS CREDIT RISK		
Commitments to extend credit		
Commercial	$4,058	$3,540
Consumer	2,992	2,913
Other	314	334
Standby letters of credit	677	657
Commercial letters of credit	132	92
NOTIONAL AMOUNT EXCEEDS CREDIT RISK		
Asset/liability management activities		
Interest rate swaps	3,194	2,868
Purchased interest rate options	679	635
Interest rate forwards and futures	267	179
Trading activities		
Interest rate swaps	126	298
Interest rate options	53	153
Interest rate futures	-	50

Commitments to extend credit generally have short-term, fixed expiration dates, are variable rate, and contain clauses that permit Huntington to terminate or otherwise renegotiate the contracts in the event of a significant deterioration in the customer's credit quality. These arrangements normally require the payment of a fee by the customer, the pricing of which is based on prevailing market conditions, credit quality, probability of funding, and other relevant factors. Since many of these commitments are expected to expire without being drawn upon, the contract amounts are not necessarily indicative of future cash requirements. The interest rate risk arising from these financial instruments is insignificant as a result of their predominantly short-term, variable rate nature.

Standby letters of credit are conditional commitments issued by Huntington to guarantee the performance of a customer to a third party. These guarantees are primarily issued to support public and private borrowing arrangements, including commercial paper, bond financing, and similar transactions. Most of these arrangements mature within two years. Approximately 46% of standby letters of credit are collateralized, and approximately 86% are expected to expire without being drawn upon.

Commercial letters of credit represent short-term, self-liquidating instruments which facilitate customer trade transactions and have maturities of no longer than ninety days. These instruments are normally secured by the merchandise or cargo being traded.

Interest rate swaps are agreements between two parties to exchange periodic interest payments that are calculated on a notional principal amount. Huntington enters into swaps to synthetically alter the repricing characteristics of designated earning assets and interest bearing liabilities and, on a much more limited basis, as an intermediary for customers. Because only interest payments are exchanged, cash requirements of swaps are significantly less than the notional amounts.

Interest rate futures are commitments to either purchase or sell a financial instrument at a future date for a specified price or yield and may be settled in cash or through delivery of the underlying financial instrument. Forward contracts, used primarily by Huntington in connection with its mortgage banking activities, settle in cash at a specified future date based on the differential between agreed interest rates applied to a notional amount. Huntington also purchases interest rate options (e.g. caps and floors) to manage fluctuating interest rates. Premiums paid for interest rate options grant Huntington the right to receive at specified future dates the amount, if any, by which a specified market interest rate exceeds the fixed cap rate or falls below the fixed floor rate, applied to a notional amount. Exposure to loss from interest rate contracts changes as interest rates fluctuate.

For more detailed information concerning off-balance sheet transactions, refer to the "Interest Rate Risk Management" section of Management's Discussion and Analysis.

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13. LEGAL CONTINGENCIES

In the ordinary course of business, there are various legal proceedings pending against Huntington and its subsidiaries. The aggregate liabilities, if any, arising from such proceedings would not have a material adverse effect on Huntington's consolidated financial position.

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14. EMPLOYEE BENEFIT PLANS

Huntington sponsors a non-contributory defined benefit pension plan covering substantially all employees. The plan provides benefits based upon length of service and compensation levels. The funding policy of Huntington is to contribute an annual amount which is at least equal to the minimum funding requirements but not more than that deductible under the Internal Revenue Code. Plan assets, held in trust, primarily consist of mutual funds.

The following table reconciles the funded status of the pension plan at the applicable September 30 measurement dates with the amounts recognized in the consolidated balance sheet at December 31, 1997, and 1996.

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996
<S>	<C>	<C>
ACTUARIAL PRESENT VALUE OF BENEfiT OBLIGATIONS		
Vested benefit obligation	$ 132,605	$ 107,235
	=========	=========
Accumulated benefit obligation$	143,682	$ 114,271
	=========	=========
Projected benefit obligation.................	$ 178,325	$ 163,113
Plan assets, at fair value	194,336	158,903
	---------	---------
Projected benefit obligation (less)		

greater than plan assets	(16,011)	4,210
Unrecognized transition asset, net of amortization	1,986	2,459
Unrecognized net gain	26,920	20,251
Unrecognized prior service cost	14,905	517
Accrued pension cost	$ 27,800	$ 27,437

</TABLE>

The following table shows the components of pension cost recognized in 1997, 1996, and 1995, and the assumptions used in determining the benefit liabilities and costs.

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996	1995
<S>	<C>	<C>	<C>
NET PENSION COST INCLUDED THE FOLLOWING COMPONENTS			
Service cost-benefits earned during the period	$ 10,698	$ 11,243	$ 10,934
Interest cost on projected benefit obligation	12,502	11,731	10,394
Net amortization and deferral	21,021	(3,508)	15,941
Actual return on plan assets	(36,313)	(9,099)	(26,586)
Net pension expense	$ 7,908	$ 10,367	$ 10,683

</TABLE>

14. EMPLOYEE BENEFIT PLANS (CONTINUED)

The discount rate used for benefit obligations was 7.50% in 1997, 7.75% in 1996, and 7.50% in 1995. The rate of salary increases was 5.0% in each of the three years. The expected long-term rate of return on plan assets was 8.75% for the same periods.

Huntington also sponsors an unfunded Supplemental Executive Retirement Plan, a non-qualified plan that provides certain key offcers of Huntington and its subsidiaries with defined pension benefits in excess of limits imposed by federal tax law. At December 31, 1997, and 1996, the accrued pension cost for this plan totaled $10.5 million and $9.4 million, respectively. Pension expense for this plan was $1.3 million in 1997, 1996, and 1995.

Huntington's unfunded defined benefit post-retirement plan provides certain health care and life insurance benefits to retired employees who have attained the age of 55 and have at least 10 years of service. For any employee retiring on or after January 1, 1993, Huntington's contribution is based upon the employee's number of months of service and is limited to the actual cost of coverage. The expected cost of providing these post-retirement benefits is recognized in the financial statements during the employees' active service period.

Net periodic post-retirement benefit cost included the following components for the years ended December 31:

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996	1995
<S>	<C>	<C>	<C>
Service cost	$ 959	$ 1,214	$ 986
Interest cost	2,386	2,832	2,594
Amortization of transition obligation	1,331	1,331	1,331
Net amortization and deferral	(64)	506	363
Net periodic post-retirement benefit cost	$ 4,612	$ 5,883	$ 5,274

</TABLE>

The following table sets forth the status of the post-retirement benefit obligation at December 31:

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996
<S>	<C>	<C>

ACCUMULATED POST-RETIREMENT BENEFIT OBLIGATION		
Retirees	$ 21,622	$ 19,038
Fully eligible active plan participants	5,796	5,299
Other active plan participants	11,723	8,992
Total accumulated post-retirement benefit obligation	39,141	33,329
Unrecognized net gain	5,281	8,977
Unrecognized prior service cost	(6,474)	(5,003)
Unrecognized transition obligation	(19,679)	(21,009)
Benefits paid in fourth quarter	(628)	(491)
Accrued post-retirement benefit cost	$ 17,641	$ 15,803

</TABLE>

The weighted average discount rate used in determining the accumulated post-retirement benefit obligations was 7.50% in 1997, 7.75% in 1996, and 7.50% in 1995. The 1998 health care cost trend rate was projected to be 9.25% for pre-65 participants and 8.00% for post-65 participants compared with estimates of 10.00% and 8.50% in 1997. These rates are assumed to decrease gradually until they reach 5.25% in the year 2004 and remain at that level thereafter. Increasing the assumed health care cost trend rates by one percentage point in each year would increase the accumulated post-retirement benefit obligation as of December 31, 1997, by $1.2 million and the aggregate of the service and interest components of net periodic post-retirement benefit cost for 1997 by $171,000.

Huntington has a contributory employee stock purchase plan available to eligible employees. Employee contributions of up to 6% of eligible compensation are matched 75% by Huntington. Huntington may also make additional matching contributions up to an additional 25% of employee contributions, at the discretion of the Board of Directors. Eligible employees may contribute in excess of 6% up to an additional 10% on an after tax basis. These additional contributions are not matched by Huntington. The cost of providing this plan, together with the defined contribution plan sponsored by First Michigan prior to the acquisition, was $9.7 million in 1997, $9.0 million in 1996, and $7.4 million in 1995.

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15. INCOME TAXES

The following is a summary of the provision for income taxes:

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996	1995
Currently payable			
Federal	$ 115,197	$ 114,183	$ 116,415
State	3,617	3,076	4,556
Total current	118,814	117,259	120,971
Deferred tax expense (benefit)			
Federal	46,088	34,378	26,484
State	1,599	1,362	(172)
Total deferred	47,687	35,740	26,312
Total provision for income taxes	$ 166,501	$ 152,999	$ 147,283

</TABLE>

Included in the above amounts was tax expense associated with securities transactions totaling $2.9 million in 1997, $6.2 million in 1996, and $3.3 million in 1995.

The following is a reconcilement of income tax expense to the amount computed at the statutory rate of 35%.

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996	1995
Pre-tax income computed at the statutory rate	$ 160,708	$ 160,043	$ 150,179
Increases (decreases):			
Tax-exempt interest income	(7,101)	(7,623)	(8,909)
State income taxes	3,391	2,885	2,849
Other-net	9,503	(2,306)	3,164

Provision for income taxes	$ 166,501	$ 152,999	$ 147,283

</TABLE>

The significant components of deferred tax assets and liabilities at December 31, 1997, and 1996 are as follows:

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996
Deferred tax assets:		
Allowance for loan losses	$ 85,873	$ 72,494
Securities	-	7,499
Pension and other employee benefits	28,131	24,138
Other	12,535	10,705
Total deferred tax assets	126,539	114,836
Deferred tax liabilities:		
Financial instruments	3,736	5,359
Leasefinancing	181,987	120,708
Mortgage servicing rights	14,094	8,575
Premises and equipment	12,201	15,148
Revalued liabilities N net	4,774	5,061
Securities	8,192	-
Other	14,547	11,908
Total deferred tax liabilities	239,531	166,759
Net deferred tax liability	$112,992	$ 51,923

</TABLE>

16. 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 and the conversion impact of convertible equity instruments.

The calculation of basic and diluted earnings per share for each of the three years ended December 31 is as follows:

<TABLE>
<CAPTION>

(in thousands, except per share)	1997	1996	1995
Net income	$292,663	$304,269	$281,801
Impact of convertible debt	-	13	41
Diluted net income	$292,663	$304,282	$281,842
Average common shares outstanding	190,804	192,492	198,430
Dilutive effect of:			
Stock options	2,330	1,810	1,490
Convertible debt	-	30	93
Diluted common shares outstanding	193,134	194,332	200,013
Earnings per share			
Basic	$ 1.53	$ 1.58	$ 1.42
Diluted	$ 1.52	$ 1.57	$ 1.41

</TABLE>

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

- --

17. QUARTERLY RESULTS OF OPERATIONS (UNAUDITED)

The following is a summary of the unaudited quarterly results of operations for the years ended December 31, 1997, and 1996:

(in thousands of dollars, except per share data)	IQ	IIQ	IIIQ	IVQ
1997				
Interest income	$475,874	$503,018	$502,821	$499,760
Interest expense	228,323	240,060	245,663	240,197
Net interest income	247,551	262,958	257,158	259,563
Provision for loan losses	22,380	30,831	28,351	26,235
Securities gains	2,098	3,604	1,242	1,034
Non-interest income	74,633	77,897	94,855	87,476
Non-interest expense	183,861	185,805	244,910	188,532
Income before income taxes	118,041	127,823	79,994	133,306
Provision for income taxes	40,862	44,220	38,762	42,657
Net income	$ 77,179	$ 83,603	$ 41,232	$ 90,649
Net income per common share (1)				
Basic............	$.41	$.44	$.22	$.47
Diluted..........	$.40	$.43	$.21	$.47

(in thousands of dollars, except per share data)	IQ	IIQ	IIIQ	IVQ
1996				
Interest income	$438,051	$439,514	$445,453	$452,716
Interest expense	220,945	216,822	219,217	223,664
Net interest income	217,106	222,692	226,236	229,052
Provision for loan losses	14,195	14,160	22,978	25,038
Securities gains	7,106	102	6,172	4,240
Non-interest income	70,632	76,669	75,212	73,930
Non-interest expense	170,012	172,017	168,473	165,008
Income before income taxes	110,637	113,286	116,169	117,176
Provision for income taxes	38,233	37,997	38,725	38,044
Net income	$ 72,404	$ 75,289	$ 77,444	$ 79,132
Net income per common share (1)				
Basic	$ .37	$ .39	$ .40	$ .42
Diluted	$ .37	$ .39	$ .40	$ .41

(1) Adjusted for stock dividends and stock splits, as applicable.

- --

18. NON-INTEREST INCOME

A summary of the components of non-interest income for the three years ended December 31 follows:

<TABLE>
<CAPTION>
- ---

(in thousands of dollars)	1997	1996	1995
<S>	<C>	<C>	<C>
Service charges on deposit accounts	$117,852	$107,669	$ 97,505
Mortgage banking	55,715	43,942	39,309
Trust services	48,102	42,237	37,627
Electronic banking fees	22,656	12,013	6,190
Credit card fees	20,374	23,093	18,757
Investment product sales	19,024	13,950	9,704
Securities gains	7,978	17,620	9,380
Other	51,138	53,539	56,618
TOTAL NON-INTEREST INCOME	$342,839	$314,063	$275,090

</TABLE>

19. NON-INTEREST EXPENSE

A summary of the components of non-interest expense for the three years ended December 31 follows:

<TABLE>
<CAPTION>

(in thousands of dollars)	1997	1996	1995
<S>	<C>	<C>	<C>
Salaries	$297,415	$273,316	$263,552
Commissions	21,398	14,587	10,347
Employee benefits	70,030	69,289	69,059
Equipment	57,867	50,887	44,646
Net occupancy	49,509	49,676	47,824
Special charges	47,163	-	N
Advertising	24,662	14,947	13,757
Printing and supplies ...	21,584	19,602	18,103
Credit card and electronic banking ...	14,171	16,355	14,076
Legal and loan collection	13,418	11,106	9,658
FDIC insurance	2,774	1,261	17,974
Other	183,117	154,484	153,065
TOTAL NON-INTEREST EXPENSE	$803,108	$675,510	$662,061

</TABLE>

20. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts and estimated fair values of Huntington's financial instruments are presented below. Certain assets, the most significant being corporate-owned life insurance and premises and equipment, do not meet the definition of a financial instrument and are excluded from this disclosure. Similarly, mortgage servicing rights and deposit base and other customer relationship intangibles are not considered financial instruments and are not discussed below. Accordingly, this fair value information is not intended to, and does not, represent Huntington's underlying value. Many of the assets and liabilities subject to the disclosure requirements are not actively traded, requiring fair values to be estimated by management. These estimations necessarily involve the use of judgment about a wide variety of factors, including but not limited to, relevancy of market prices of comparable instruments, expected future cash flows, and appropriate discount rates.

<TABLE>
<CAPTION>

	AT DECEMBER 31, 1997	
(in thousands of dollars)	CARRYING AMOUNT	FAIR VALUE
<S>	<C>	<C>
FINANCIAL ASSETS:		
Cash and short-term assets	$ 1,691,187	$ 1,691,187
Trading account securities	7,082	7,082
Mortgages held for sale	192,948	192,948
Securities	5,742,824	5,743,197
Loans	17,480,077	17,777,451
Customers' acceptance liability	27,818	27,818
Interest rate contracts:		
Asset/liability management ..	17,557	42,547
Customer accommodation	2,606	2,606
FINANCIAL LIABILITIES:		

Deposits	(17,983,718)	(18,012,315)
Short-term borrowings	(3,286,671)	(3,286,671)
Bank acceptances outstanding ..	(27,818)	(27,818)
Long-term debt	(2,686,039)	(2,713,831)
Capital securities	(200,000)	(192,726)
Interest rate contracts:		
Asset/liability management ..	-	(2,554)
Customer accommodation	(1,859)	(1,859)

</TABLE>

The terms and short-term nature of certain assets and liabilities result in their carrying value approximating fair value. These include cash and due from banks, interest bearing deposits in banks, trading account securities, federal funds sold and securities purchased under resale agreements, customers' acceptance liabilities, short-term borrowings, and bank acceptances outstanding. Loan commitments and letters of credit generally have short-term, variable rate features and contain clauses which limit Huntington's exposure to changes in customer credit quality. Accordingly, their carrying values, which are immaterial at the respective balance sheet dates, are reasonable estimates of fair value.

<TABLE>
<CAPTION>

AT DECEMBER 31, 1997

(in thousands of dollars)	CARRYING AMOUNT	FAIR VALUE
<S>	<C>	<C>
FINANCIAL ASSETS:		
Cash and short-term assets	$ 1,095,845	$ 1,095,845
Trading account securities	1,873	1,873
Mortgages held for sale	121,422	121,422
Securities	5,554,528	5,564,094
Loans	16,527,377	16,679,749
Customers' acceptance liability	56,248	56,248
Interest rate contracts:		
Asset/liability management ..	4,898	27,403
Customer accommodation	4,239	4,239
FINANCIAL LIABILITIES:		
Deposits	(16,402,312)	(16,227,820)
Short-term borrowings	(4,028,255)	(4,028,255)
Bank acceptances outstanding ..	(56,248)	(56,248)
Long-term debt	(1,665,531)	(1,678,498)
Interest rate contracts:		
Asset/liability management ..	(8)	(11,291)
Customer accommodation	(3,493)	(3,493)

</TABLE>

- ---

The following methods and assumptions were used by Huntington to estimate the fair value of the remaining classes of financial instruments:

Mortgages held for sale are valued at the lower of aggregate cost or market value primarily as determined using outstanding commitments from investors. Fair values of securities available for sale and investment securities are based on quoted market prices, where available.

If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments. The carrying amount and fair value of securities exclude the fair value of asset/liability management interest rate contracts designated as hedges of securities available for sale.

For variable rate loans that reprice frequently, fair values are based on carrying amounts, as adjusted for estimated credit losses. The fair values for other loans are estimated using discounted cash flow analyses and employ interest rates currently being offered for loans with similar terms. The rates take into account the position of the yield curve, as well as an adjustment for prepayment risk, operating costs, and profit. This value is also reduced by an estimate of losses inherent in the loan portfolio. Although not considered financial instruments, lease financing receivables have been included in the loan totals at their carrying amounts.

The fair values of demand deposits, savings accounts, and money market deposits are, by definition, equal to the amount payable on demand. The fair values of fixed rate time deposits are estimated by discounting cash flows using interest rates currently being offered on certificates with similar maturities.

The fair values of Huntington's fixed rate long-term debt are based upon quoted market prices or, in the absence of quoted market prices, discounted cash flows using rates for similar debt with the same maturities. The carrying amount of variable rate notes approximates fair value.

The fair values of interest rate swap agreements and other off-balance sheet interest rate contracts are based upon quoted market prices or prices of similar instruments, when available, or calculated with pricing models using current rate assumptions.

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21. STOCK OPTIONS

Huntington sponsors non-qualified and incentive stock option plans covering key employees. Approximately 18.0 million shares have been authorized under the plans, 6.9 million of which were available at December 31, 1997, for future grants. All options granted have a maximum term of ten years. Options granted on or after May 18, 1994, vest ratably over four years; all grants preceding this date became fully exercisable after one year.

Huntington has elected to follow Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees' (APB 25) and related interpretations in accounting for its employee stock options because the alternative fair value accounting provided for under FASB Statement No. 123, "Accounting for Stock-Based Compensation," requires use of option valuation models that were not developed for use in valuing employee stock options. Under APB 25, because the exercise price of Huntington's employee stock options equals the market price of the underlying stock on the date of grant, no compensation expense is recognized.

Huntington's stock option activity and related information for the three years ended December 31, is summarized below:

<TABLE>
<CAPTION>

	1997		1996		1995	
(in thousands, except per share)	OPTIONS	WEIGHTED AVERAGE EXERCISE PRICE	OPTIONS	WEIGHTED AVERAGE EXERCISE PRICE	OPTIONS	WEIGHTED AVERAGE EXERCISE PRICE
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Outstanding at beginning of period	4,688	$13.70	4,624	$11.95	4,558	$10.40
Granted	1,203	27.65	1,036	19.38	1,035	15.24
Exercised	(810)	14.80	(917)	11.15	(913)	7.66
Forfeited/Expired	(156)	17.26	(55)	16.23	(56)	15.98
Outstanding at end of period	4,925	$16.81	4,688	$13.70	4,624	$11.95
Exercisable at end of period	2,947	$12.77	2,834	$10.96	2,723	$ 9.95
Weighted average fair value of options granted during the year		$ 7.63		$ 5.52		$ 3.94

</TABLE>

Exercise prices for options outstanding as of December 31, 1997, ranged from $3.71 to $32.75. The weighted average remaining contractual life of these options is 6.7 years.

The fair value of the options presented above was estimated at the date of grant using a Black-Scholes option pricing model with the following weighted average assumptions for 1997, 1996, and 1995, respectively: risk-free interest rates of 6.44%, 6.78%, and 6.24%; dividend yields of 2.86%, 3.41%, and 4.11%; volatility factors of the expected market price of Huntington's common stock of .262, .280, and .294; and a weighted average expected option life of 6 years. Because the effect of applying the fair value method to Huntington's stock options results in net income and earnings per share that are not materially different from amounts reported in the consolidated statements of income, pro forma information has not been provided.

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22. REGULATORY MATTERS

The bank subsidiaries of Huntington are required to maintain reserve balances with the Federal Reserve Bank. During 1997, the average balances were $104.0 million.

Payment of dividends to Huntington by its subsidiary banks is subject to various regulatory restrictions. Regulatory approval is required prior to the declaration of any dividends in excess of available retained earnings. For national banks, the amount of dividends that may be declared without regulatory approval is further limited to the sum of net income for that year and retained net income for the preceding two years, less any required transfers to surplus. Huntington's subsidiary banks could, without regulatory approval, declare dividends in 1998 of approximately $48.8 million plus an additional amount equal to their net income through the date of declaration.

The subsidiary banks are also restricted as to the amount and type of loans they may make to Huntington. At December 31, 1997, the subsidiary banks could lend to Huntington $172.5 million, subject to the qualifying collateral requirements defined in the regulations.

Huntington and its bank subsidiaries are subject to various regulatory capital requirements administered by federal and state banking agencies. Failure to meet minimum capital requirements can initiate certain actions by regulators that, if undertaken, could have a material effect on Huntington's and its bank subsidiaries' financial statements. Capital adequacy guidelines require minimum ratios of 4.00% for Tier I risk-based capital, 8.00% for total risk-based capital, and 3.00% for Tier I leverage. To be considered well capitalized under the regulatory framework for prompt corrective action, the ratios are 6.00%, 10.00%, and 5.00%, respectively.

Capital amounts and classification are also subject to qualitative judgments by the regulators about components, risk-weightings of assets and certain off-balance sheet items, and other factors. Management believes, as of December 31, 1997, that Huntington met all capital adequacy requirements. In addition, each bank subsidiary had regulatory capital ratios in excess of the levels established for well capitalized institutions.

Presented in the table below are the capital ratios of Huntington and its lead subsidiary, The Huntington National Bank as well as a comparison of the period-end capital balances with the related amounts established by the regulators.

		CAPITAL AMOUNTS		
(in millions of dollars)	RATIOS	ACTUAL	MINIMUM	WELL CAPITALIZED
AS OF DECEMBER 31, 1997:				
Tier I Risk-Based Capital				
Huntington Bancshares Incorporated	8.83%	$1,954	$ 885	$1,328
The Huntington National Bank	6.62	1,456	880	1,321
Total Risk-Based Capital				
Huntington Bancshares Incorporated	11.68	2,584	1,770	2,213
The Huntington National Bank	11.10	2,443	1,761	2,201
Tier I Leverage				
Huntington Bancshares Incorporated	7.77	1,954	755	1,258
The Huntington National Bank	5.70	1,456	766	1,276
AS OF DECEMBER 31, 1996:				
Tier I Risk-Based Capital				
Huntington Bancshares Incorporated	8.11%	$1,615	$ 797	$1,195
The Huntington National Bank	7.93	1,546	780	1,170
Total Risk-Based Capital				
Huntington Bancshares Incorporated	11.29	2,248	1,594	1,992
The Huntington National Bank	11.40	2,223	1,559	1,949
Tier I Leverage				
Huntington Bancshares Incorporated	6.80	1,615	713	1,188
The Huntington National Bank	6.65	1,546	698	1,163

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23. HUNTINGTON BANCSHARES INCORPORATED (PARENT COMPANY ONLY) FINANCIAL INFORMATION

BALANCE SHEETS (in thousands of dollars) DECEMBER 31,	1997	1996
ASSETS		
Cash and cash equivalents	$ 285,926	$ 64,129
Securities available for sale	7,635	7,229
Due from subsidiaries		
Bank subsidiaries	600,578	200,000
Non-bank subsidiaries	10,297	286,936
Investment in subsidiaries on the equity method		
Bank subsidiaries	1,721,789	1,675,982
Non-bank subsidiaries	29,411	44,357
Excess of cost of investment in subsidiaries over net assets acquired	12,155	28,731
Other assets	89,321	91,415
TOTAL ASSETS	$2,757,112	$2,398,779
LIABILITIES AND SHAREHOLDERS' EQUITY		
Short-term borrowings	$ 80,525	$ 140,011
Long-term debt		
Subsidiary trust	206,186	--
Unaffliated companies	333,914	358,786
Dividends payable	38,591	28,899

	1997	1996
Accrued expenses and other liabilities	72,505	85,425
Total Liabilities	731,721	613,121
Shareholders' Equity	2,025,391	1,785,658
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$2,757,112	$2,398,779

</TABLE>

<TABLE>
<CAPTION>

STATEMENTS OF INCOME (in thousands of dollars) YEAR ENDED DECEMBER 31,	1997	1996	1995
INCOME			
Dividends from			
Bank subsidiaries	$ 228,892	$ 348,516	$ 234,676
Non-bank subsidiaries	2,961	6,385	7,855
Interest from			
Bank subsidiaries	18,227	3,482	2,879
Non-bank subsidiaries	19,032	11,787	7,577
Other	1,537	813	826
TOTAL INCOME	270,649	370,983	253,813
EXPENSE			
Interest on debt	36,128	23,716	15,806
Other	30,020	18,295	19,052
TOTAL EXPENSE	66,148	42,011	34,858
Income before income taxes and equity in undistributed net income of subsidiaries	204,501	328,972	218,955
Income tax benefit	(8,630)	(13,986)	(10,161)
Income before equity in undistributed net income of subsidiaries	213,131	342,958	229,116
Equity in undistributed net income of			
Bank subsidiaries	80,523	(48,616)	47,555
Non-bank subsidiaries	(991)	9,927	5,130
NET INCOME	$ 292,663	$ 304,269	$ 281,801

</TABLE>

<TABLE>
<CAPTION>
23. HUNTINGTON BANCSHARES INCORPORATED (PARENT COMPANY ONLY) FINANCIAL INFORMATION (CONTINUED)

STATEMENTS OF CASH FLOWS (IN THOUSANDS OF DOLLARS) YEAR ENDED DECEMBER 31,	1997	1996	1995
<S>	<C>	<C>	<C>
OPERATING ACTIVITIES			
Net Income	$ 292,663	$ 304,269	$ 281,801
Adjustments to reconcile net income to net cash provided by operating activities			
Equity in undistributed net income of subsidiaries	(79,532)	38,689	(52,685)
Amortization	3,460	5,285	4,085
Increase in other assets	(4,961)	(26,139)	(5,888)
Decrease in other liabilities	(13,942)	(18,340)	(10,357)
NET CASH PROVIDED BY OPERATING ACTIVITIES	197,688	303,764	216,956
INVESTING ACTIVITIES			
(Advances to) repayments from subsidiaries	(71,485)	(167,289)	16,539
Decrease (increase) in investments in subsidiaries	197,263	(1,433)	(9,697)
Other	(15,000)	(4,775)	(2,801)
NET CASH PROVIDED BY (USED FOR) INVESTING ACTIVITIES	110,778	(173,497)	4,041
FINANCING ACTIVITIES			
(Decrease) increase in short-term borrowings	(100,000)	75,000	55,000
Proceeds from issuance of long-term debt	200,000	85,000	95,000
Payment of long-term debt	(25,000)	(346)	(50,598)
Dividends paid on common stock	(132,760)	(125,379)	(118,906)
Acquisition of treasury stock	(56,175)	(258,415)	(206,556)
Proceeds from issuance of treasury stock	27,266	43,971	41,557
NET CASH USED FOR FINANCING ACTIVITIES	(86,669)	(180,169)	(184,503)
CHANGE IN CASH AND CASH EQUIVALENTS	221,797	(49,902)	36,494
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	64,129	114,031	77,537
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 285,926	$ 64,129	$ 114,031

</TABLE>

Exhibit 21

SUBSIDIARIES OF HUNTINGTON BANCSHARES INCORPORATED

The subsidiaries of Huntington Bancshares Incorporated are listed below. The state or jurisdiction of incorporation or organization of each subsidiary (unless otherwise noted) is Ohio.

The Huntington National Bank (United States) and its direct and indirect subsidiaries, 41 South High Ltd., The Huntington Leasing Company, The Huntington Mortgage Company, Huntington Residential Mortgage Securities, Inc., The Huntington Investment Company, Forty-One Corporation, First Sunset Development, Inc., SFA Holding, Inc., East Sound Realty, Inc., Lodestone Realty Management, Inc., WS Realty, Inc., Fourteen Corporation, Airbase Realty Company, HNB Clearing, Inc., National Returns Clearinghouse, Ltd., The Check Exchange System Co., Thirty-Seven Corporation, Vehicle Reliance Company, Huntington Trade Services, Inc., Huntington Trade Services, Asia, Limited (Hong Kong), Cybermark L.L.C., FMB Insurance Agency, Inc. (Michigan), Huntington Insurance Agency, Inc. (Florida), Huntington Insurance Agency, Inc. (Kentucky), Winter Park Mortgage Company, FMB Title Services, Inc., and Huntington Merchant Services L.L.C.

CB&T Capital Investment Company, Inc. (West Virginia)

Huntington Capital Corp.

Huntington Bancshares Financial Corporation

The Huntington National Life Insurance Company (Arizona)

Huntington Bancshares Ohio, Inc.

Huntington Bancshares Florida, Inc.

The Huntington State Bank and its direct and indirect subsidiaries, Huntington Insurance Agency Services, Inc., Huntington Insurance Agency, Inc. (Michigan), Huntington Property and Casualty Insurance Agency, Inc., and Huntington Life Insurance Agency, Inc.

The Huntington Service Company

The Huntington Community Development Corporation

Security First Network Bank, FSB (United States) and its direct subsidiary, Security First Technologies, Inc. (Kentucky).*

Money Station, Inc.

Heritage Service Corporation

Huntington Capital I

Superior Financial Corporation

First Michigan Life Insurance Company (Arizona)

* - Huntington owns less than a 5% voting interest in Security First Network Bank, FSB, which owns 100% of Security First Technologies, Inc.; however, Huntington is deemed by the Federal Reserve Board to have a controlling interest in Security First Technologies, Inc.

Exhibit 23(a)

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in Post-Effective Amendment No. 1 to Registration Statement No. 33-59068 dated March 12, 1993, Registration Statement No. 33-46327 dated March 11, 1992, Registration Statement No. 33-44208 dated November 26, 1991, Registration Statement No. 33-41774 dated July 19, 1991, Registration Statement No. 33-38784 dated January 28, 1991, Post-Effective Amendment No. 2 to Registration Statement No. 33-10546 dated January 28, 1991, Registration Statement No. 33-37373 dated October 18, 1990, Registration Statement No. 2-89672 dated February 27, 1984, and Registration Statement No. 33-52553 dated March 8, 1994, all on Form S-8, Post-Effective Amendment No. 1 to Registration Statement No. 33-52569 dated October 25, 1996, and Registration Statement No. 33-63175 dated October 3, 1995, both on Form S-3, and Registration Statement No. 333-30461-01 dated June 30, 1997 on Form S-4 of our report dated January 14, 1998, with respect to the consolidated financial statements of Huntington Bancshares Incorporated incorporated by reference in this Annual Report on Form 10-K for the year ended December 31, 1997, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

Columbus, Ohio
February 20, 1998

Exhibit 23(b)

INDEPENDENT AUDITORS' CONSENT

We consent to the use of our report dated January 16, 1997, appearing in this Form 10-K of Huntington Bancshares Incorporated, related to the consolidated balance sheet of First Michigan Bank Corporation as of December 31, 1996, and the related consolidated statements of income, shareholders' equity and cash flows for the two years then ended (not presented herein).

/s/ BDO Seidman, LLP

BDO Seidman, LLP
February 20, 1998
Grand Rapids, Michigan

<TABLE> <S> <C>

<ARTICLE> 9
<LEGEND>
THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM
HUNTINGTON BANCSHARES INCORPORATED'S ANNUAL REPORT ON FORM 10-K FOR THE YEAR
ENDED DECEMBER 31, 1997, AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH
FINANCIAL STATEMENTS.
</LEGEND>
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<ALLOWANCE>	258,171	230,778	222,487
<TOTAL-ASSETS>	26,730,540	24,371,946	23,495,337
<DEPOSITS>	17,983,718	16,402,312	15,450,273
<SHORT-TERM>	3,286,671	4,028,255	3,635,596
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<INTEREST-INCOME-NET>	1,027,230	895,086	852,767
<LOAN-LOSSES>	107,797	76,371	36,712
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<EXPENSE-OTHER>	803,108	675,510	662,061
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</TABLE>

Exhibit 99

INDEPENDENT AUDITORS' REPORT

First Michigan Bank Corporation
Holland, Michigan

We have audited the accompanying consolidated balance sheet of First Michigan Bank Corporation and subsidiaries as of December 31, 1996 and 1995, and the related consolidated statements of income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 1996. These financial statements are the responsibility of FMB's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material aspects, the financial position of First Michigan Bank Corporation and subsidiaries at December 31, 1996 and 1995, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1996 in conformity with generally accepted accounting principles.

/s/ BDO Seidman, LLP
BDO Seidman, LLP
January 16, 1997
Grand Rapids, Michigan