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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): SEPTEMBER 30, 2002

EZCORP, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE
(STATE OR OTHER JURISDICTION OF INCORPORATION)

0-19424
(COMMISSION FILE NUMBER)

74-2540145
(IRS EMPLOYER IDENTIFICATION NO.)

1901 CAPITAL PARKWAY
AUSTIN, TEXAS 78746
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICE, INCLUDING ZIP CODE)

(512) 314-3400
(REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE)

NOT APPLICABLE
(FORMER NAME OR FORMER ADDRESS, IF CHANGED SINCE LAST REPORT)

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ITEM 5. OTHER EVENTS.

- A. EZCorp, Inc. (the "Company") issued a press release dated October 1, 2002, relating to the extension of the maturity date of its credit facility, from October 1, 2002 to November 1, 2002. The release is filed as Exhibit 99.2 to this Current Report and is incorporated herein by reference.
- B. As of September 30, 2002, EZCorp, Inc. entered into the Fourth Amendment to its Amended and Restated Credit Agreement dated as of December 15, 2000 as amended by (a) that certain First Amendment to Amended and Restated Credit Agreement dated as of May 1, 2001, (b) that certain Second Amendment to Amended and Restated Credit Agreement dated as of October 10, 2001, and (c) that certain Third Amendment to Amended and Restated Credit Agreement dated as of December 3, 2001 (as amended, the "Agreement") between the Company and Wells Fargo Bank, as Agent and Issuing Bank, as well as other Lenders. The Fourth Amendment relates to the extension of the maturity date of EZCORP's credit facility. The Amendment is filed as Exhibit 10.86 to this Current Report and is incorporated herein by reference.

ITEM 7. EXHIBITS.

- 10.86 A copy of the Fourth Amendment to the Agreement, relating to EZCORP's extension of the maturity date of its credit facility is filed as Exhibit 10.86 to this Current Report and is incorporated herein by reference.
- 99.2 A copy of a press release dated October 1, 2002 by EZCorp, Inc., relating to EZCorp's extension of the maturity date of its credit facility from October 1, 2002 to November 1, 2002, is filed as Exhibit 99.2 to this Current Report and is incorporated herein by reference.

SIGNATURE

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

EZCORP, INC.
(Registrant)

Date: October 1, 2002

By: /s/ Daniel N. Tonissen

(Signature)

Daniel N. Tonissen
Senior Vice President, Chief Financial Officer
and Director

INDEX TO EXHIBITS

EXHIBIT NUMBER -----	DESCRIPTION -----
10.86	A copy of the Fourth Amendment to the Agreement, relating to EZCORP's extension of the maturity date of its credit facility is filed as Exhibit 10.86 to this Current Report and is incorporated herein by reference.
99.2	A copy of a press release dated October 1, 2002 by EZCorp, Inc., relating to EZCorp's extension of the maturity date of its credit facility from October 1, 2002 to November 1, 2002, is filed as Exhibit 99.2 to this Current Report and is incorporated herein by reference.

Fourth Amendment to Amended and Restated Credit Agreement

FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), dated as of September 30, 2002 is among EZCORP, INC., a Delaware corporation ("Borrower"), each of the Lenders signatory hereto party to the Agreement referred to below, and WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION, a national banking association, as Agent for itself and the other Lenders (in such capacity, together with its successors in such capacity the "Agent") and as the Issuing Bank.

RECITALS:

Borrower, Agent, Lenders and Issuing Bank have previously entered into that certain Amended and Restated Credit Agreement dated as of December 15, 2000 as amended by (a) that certain First Amendment to Amended and Restated Credit Agreement dated as of May 1, 2001, (b) that certain Second Amendment to Amended and Restated Credit Agreement dated as of October 10, 2001, and (c) that certain Third Amendment to Amended and Restated Credit Agreement dated as of December 3, 2001 (as amended, the "Agreement").

Borrower, Agent, Lenders and Issuing Bank now desire to amend the Agreement to extend the existing Loans.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

Definitions

1.1 Definitions. All capitalized terms not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby.

ARTICLE II

2.1 Amendment to Definitions in Section 1.1. Effective as of the date hereof, the following definition in Section 1.1 of the Agreement is amended and restated or added to read in its entirety as follows:

"Termination Date" means, with respect to the Tranche A Loan and the Swing Loan, 8:00 a.m. San Francisco, California time on November 1, 2002, or such earlier date and time on which the Tranche A Commitment and the Swing Commitment terminate as provided in this Agreement.

ARTICLE III

Conditions Precedent

3.1 Condition. The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(a) Agent shall have received all of the following, each dated (unless otherwise indicated) the date of this Amendment, in form and substance satisfactory to the Agent:

(i) This Amendment executed by the Borrower, the Agent, the Issuing Bank and the Lenders and consented by the Guarantors.

(ii) Resolutions of the Board of Directors of Borrower certified by its secretary or assistant secretary which authorizes the execution, delivery and performance by Borrower of this Amendment and the other Loan Documents executed in connection herewith.

(iii) A certificate of incumbency certified by the secretary or the assistant secretary of Borrower certifying the names of the officers thereof authorized to sign this Amendment and the other Loan Documents together with specimen signatures of such officers.

(iv) Resolutions of the Board of Directors of each of the Guarantors certified by its secretary or assistant secretary which authorize the execution, delivery and performance by each of the Guarantors of this Amendment and the other Loan Documents executed in connection herewith.

(v) A certificate of incumbency certified by the secretary or the assistant secretary of each Guarantor certifying the names of the officers thereof authorized to sign this Amendment and the other Loan Documents together with specimen signatures of such officers.

(vi) A bring down certificate of the Secretary or Assistant Secretary of the Borrower and each Guarantor certifying that the Certificate or Articles of Incorporation (or Partnership Agreement) and Bylaws have not been modified in any respect from the copies thereof previously provided to the Agent and the Lenders in connection with the Credit Agreement dated as of December 10, 1998 among the Borrower, the Agent, the Issuing Bank and the Lenders.

(b) No Default. No Default shall have occurred and be continuing.

(c) Representations and Warranties. All of the representations and warranties contained in Article VII of the Agreement, as amended hereby and in the other Loan Documents shall be true and correct on and as of the date of this Amendment with the same force and effect as if such representations and warranties had been made on and as

of such date, except to the extent such representations and warranties speak to a specific date

(d) Amendment Fee. The Borrower shall have paid to the Agent for the account of the Lenders a nonrefundable amendment fee in the amount of \$7,500 per Lender (the "Amendment Fee"), which Amendment Fee is due and payable as of the date hereof; provided that; in the event the Borrower and any Lender shall execute and deliver on or before November 1, 2002 any documentation related to a resyndication of the Obligations, such executing Lender shall credit its Amendment Fee to any amounts due to such executing Lender as an upfront fee or similar fee in connection with such resyndication.

ARTICLE IV

Ratifications. Representations and Warranties

4.1 Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement and the other Loan Documents are ratified and confirmed and shall continue in full force and effect. Borrower, Lenders, Issuing Bank and Agent agree that the Agreement as amended hereby and the other Loan Documents shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

4.2 Representations and Warranties. Borrower hereby represents and warrants to the Lenders, Agent and Issuing Bank that (i) the execution, delivery and performance of this Amendment and any and all other Loan Documents executed and/or delivered in connection herewith have been authorized by all requisite corporate action on the part of Borrower and will not violate the certificate of incorporation or bylaws of Borrower, (ii) the representations and warranties contained in the Agreement, as amended hereby, and any other Loan Document are true and correct on and as of the date hereof as though made on and as of the date hereof, except to the extent such representations and warranties speak to a specific date, (iii) no Default has occurred and is continuing, and (iv) Borrower is in full compliance with all covenants and agreements contained in the Agreement as amended hereby.

ARTICLE V

Miscellaneous

5.1 Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other Loan Document including any Loan Document furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and the other Loan Documents, and no investigation by the Lenders, Agent or Issuing Bank or any closing shall affect the representations and warranties or the right of the Lenders, Agent or Issuing Bank to rely upon them.

5.2 Reference to Agreement. Each of the Loan Documents, including the Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Agreement as amended hereby, are hereby amended so that any reference in such Loan Documents to the Agreement shall mean a reference to the Agreement as amended hereby.

5.3 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

5.4 Applicable Law. This Amendment and all other Loan Documents executed pursuant hereto shall be deemed to have been made and to be performable in Travis County, Texas and shall be governed by and construed in accordance with the laws of the State of Texas.

5.5 Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Lenders, Agent, Issuing Bank and Borrower and their respective successors and assigns, except Borrower may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Lenders.

5.6 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be effective as originals.

5.7 WAIVER AND RELEASE. IN ORDER, TO INDUCE THE AGENT, THE LENDERS AND THE ISSUING BANK TO AGREE TO THIS AMENDMENT, BORROWER AND EACH GUARANTOR REPRESENT AND WARRANT THAT AS OF THE DATE HEREOF THERE ARE NO CLAIMS OR OFFSETS AGAINST OR DEFENSES OR COUNTERCLAIMS TO THEIR OBLIGATIONS UNDER THE LOAN DOCUMENTS AND IN ACCORDANCE THEREWITH EACH OF THEM:

(a) WAIVER. WAIVES ANY AND ALL SUCH CLAIMS, OFFSETS, DEFENSES OR COUNTERCLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING PRIOR TO THE DATE HEREOF, AND

(b) RELEASE. RELEASES AND DISCHARGES THE AGENT, THE LENDERS AND THE ISSUING BANK, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AFFILIATES AND ATTORNEYS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL OBLIGATIONS, INDEBTEDNESS, LIABILITIES, CLAIMS, RIGHTS, CAUSES OF ACTION OR DEMANDS WHATSOEVER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, IN LAW OR EQUITY, WHICH THE BORROWER OR ANY GUARANTOR EVER HAD, NOW HAS, CLAIMS TO HAVE OR MAY HAVE AGAINST ANY RELEASED PARTY ARISING PRIOR TO THE DATE HEREOF AND FROM OR IN CONNECTION WITH THE LOAN

DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND HEREBY.

5.8 ENTIRE AGREEMENT. THIS AMENDMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AMENDMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

[Remainder of Page Intentionally Left Blank]

Executed as of the date first written above.

BORROWER:

EZCORP, INC.

By: /s/ DANIEL N. TONISSEN

Name: Daniel N. Tonissen

Title: Sr. Vice-President

(Signature Page to Fourth Amendment to Amended and Restated Credit Agreement)

AGENT, ISSUING BANK AND LENDER:

WELLS FARGO BANK TEXAS, NATIONAL
ASSOCIATION

By: /s/ RICHARD GAN

Richard Gan
Vice President

(Signature Page to Fourth Amendment to Amended and Restated Credit Agreement)

OTHER LENDERS:

BANK ONE, N.A.

By: /s/ CARL F. SHAFER

Name: Carl F. Shafer

Title: First Vice President

(Signature Page to Fourth Amendment to Amended and Restated Credit Agreement)

GUARANTY BANK

By: /s/ CHRIS HARKRIDER

Name: Chris Harkrider

Title: Senior Vice President

(Signature Page to Fourth Amendment to Amended and Restated Credit Agreement)

COMERICA BANK-TEXAS

By: /s/ AAMIR SHAH

Name: Aamir Shah

Title: Vice President

(Signature Page to Fourth Amendment to Amended and Restated Credit Agreement)

JPMORGAN CHASE BANK

By: /s/ BRUCE A. SHILCUTT

Name: Bruce A. Shilcutt

Title: Vice President

(Signature Page to Fourth Amendment to Amended and Restated Credit Agreement)

Guarantors hereby consent and agree to this Amendment and agree that each Guaranty shall remain in full force and effect and shall continue to (i) guarantee the Guaranteed Indebtedness (as defined in such Guaranty), and (ii) be the legal, valid and binding obligation of Guarantors and enforceable against Guarantors and collateral in accordance with their respective terms. In addition, Guarantors hereby agree that each Subsidiary Security Agreement, each Subsidiary Pledge Agreement, each Contribution and Indemnification Agreement and each Real Property Security Document shall remain in full force and effect and shall continue to (i) secure the Obligations (as defined in the Loan Documents other than the Real Property Security Documents) and Debt (as defined in the Real Property Security Documents), and (ii) be the legal, valid and binding obligation of Guarantors and enforceable against Guarantors and collateral in accordance with their respective terms.

OBLIGATED PARTIES:

EZ CAR SALES, INC.
EZCORP INTERNATIONAL, INC.
EZMONEY HOLDINGS, INC.
 (formerly EZPAWN South Carolina, Inc.)
EZMONEY MANAGEMENT, INC.
 (formerly EZPAWN Kansas, Inc.)
EZMONEY NORTH CAROLINA, INC.
EZPAWN ALABAMA, INC.
EZPAWN ARKANSAS, INC.
EZPAWN COLORADO, INC.
EZPAWN CONSTRUCTION, INC.
EZPAWN FLORIDA, INC.
EZPAWN GEORGIA, INC.
EZPAWN HOLDINGS, INC.
EZPAWN INDIANA, INC.
EZPAWN KENTUCKY, INC.
EZPAWN LOUISIANA, INC.
EZPAWN MISSOURI, INC.
EZPAWN NEVADA, INC.
EZPAWN NORTH CAROLINA, INC.
EZPAWN OKLAHOMA, INC.
EZPAWN TENNESSEE, INC.
TEXAS EZPAWN MANAGEMENT, INC.

By: /s/ DANIEL N. TONISSEN

Name: Daniel N. Tonissen

Title: Sr. Vice-President

(Signature Page to Fourth Amendment to Amended and Restated Credit Agreement)

TEXAS EZPAWN L.P.

By: TEXAS EZPAWN MANAGEMENT, INC.,
its sole general partner

By: /s/ DANIEL N. TONISSEN

Name: Daniel N. Tonissen

Title: Sr. Vice-President

TEXAS PRA MANAGEMENT, L.P.

By: EZMoney Management, Inc.,
its sole general partner

By: /s/ DANIEL N. TONISSEN

Name: Daniel N. Tonissen

Title: Sr. Vice-President

(Signature Page to Fourth Amendment to Amended and Restated Credit Agreement)

Press Release of October 1, 2002

EZCORP ANNOUNCES EXTENSION OF CREDIT FACILITY

AUSTIN, TEXAS (OCTOBER 1, 2002) -- EZCORP, Inc. (Nasdaq/NM: EZPW) announced that it has amended its credit facility to extend the maturity date of the facility to November 1, 2002. Commenting on this announcement, Dan Tonissen, Senior Vice President and Chief Financial Officer, stated, "In conjunction with extending the maturity date of our existing credit facility, we have been working with Wells Fargo Bank on a re-syndication. We currently have commitments for approximately 80% of this new facility and anticipate closing on this new facility in the next thirty days."

EZCORP offers consumers convenient, non-recourse loans collateralized by tangible personal property, and short-term non-collateralized loans, often referred to as payday loans. A secondary, but related, business activity is the selling of previously owned merchandise consisting primarily of forfeited collateral. The Company currently operates 280 stores in eleven states.

This announcement contains certain forward-looking statements regarding the Company's expected performance for future periods including, but not limited to, the success of re-syndicating the Company's credit facility. Actual results may materially differ from these statements. Such forward-looking statements involve risks and uncertainties such as changing market conditions in the overall economy and the industry, consumer demand for the Company's services and merchandise, changes in regulatory environment, and other factors which are periodically discussed in the Company's annual, quarterly and other reports filed with the Securities and Exchange Commission.

For additional information, contact Dan Tonissen at (512) 314-2289