SECURITIES AND EXCHANGE COMMISSION

Washington, D. C. 20549

FORM 10-Q

Quarterly Report Under Section 13 or 15(d)
of the Securities Exchange Act of 1934

For the Quarter Ended January 31, 2001 Commission File Number 0-8675

OIL-DRI CORPORATION OF AMERICA
(Exact name of the registrant as specified in its charter)

DELAWARE 36-2048898
(State or other jurisdiction of (I.R.S. Employer
incorporation or organization) Identification No.)

410 North Michigan Avenue, Suite 400 CHICAGO, ILLINOIS	60611-4213
(Address of principal executive offices)	(Zip Code)

The Registrant's telephone number, including area code: (312) 321-1515

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

Yes X No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the close of the period covered by this report.

Common Stock - 5,470,435 Shares (Including 1,279,769 Treasury Shares)
Class B Stock - 1,765,083 Shares (Including 342,241 Treasury Shares)

CONTENTS

OIL-DRI CORPORATION OF AMERICA & SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS OF DOLLARS)
(UNAUDITED)

ASSETS	JANUARY 31 2001	JULY 31 2000
CURRENT ASSETS		
Cash and Cash Equivalents	$ 469	$ 1,388
Investment Securities	1,230	1,219
Accounts Receivable, less allowance of $1,062 and $836 at January 31, 2001 and July 31, 2000, respectively	28,291	24,438
Inventories	15,941	16,928
Income taxes receivable	1,864	2,267
Prepaid Expenses	7,825	7,719
TOTAL CURRENT ASSETS	55,620	53,959
PROPERTY, PLANT AND EQUIPMENT - AT COST		
Cost	137,883	135,645
Less Accumulated Depreciation and Amortization	(80,163)	(76,033)
TOTAL PROPERTY, PLANT AND EQUIPMENT, NET	57,720	59,612
OTHER ASSETS		
Goodwill & Intangibles, net of accumulated amortization of $3,221 and $2,664 at January 31, 2001 and July 31, 2000, respectively	9,995	10,324
Deferred Income Taxes	2,606	2,606
Other	6,392	6,343
TOTAL OTHER ASSETS	18,993	19,273
TOTAL ASSETS	$ 132,333	$ 132,844

The accompanying notes are an integral part of the consolidated financial statements.

OIL-DRI CORPORATION OF AMERICA & SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS OF DOLLARS)
(UNAUDITED)

LIABILITIES & STOCKHOLDERS' EQUITY	JANUARY 31 2001	JULY 31 2000
CURRENT LIABILITIES		
Current Maturities of Notes Payable	$ 2,150	$ 1,750
Accounts Payable	5,580	4,804
Dividends Payable	473	473
Accrued Expenses	10,279	8,057
TOTAL CURRENT LIABILITIES	18,482	15,084
NONCURRENT LIABILITIES		
Notes Payable	36,607	39,434
Deferred Compensation	2,712	3,112
Other	2,375	2,250
TOTAL NONCURRENT LIABILITIES	41,694	44,796
TOTAL LIABILITIES	60,176	59,880
STOCKHOLDERS' EQUITY		
Common Stock, par value $.10 per share, issued 5,470,435 shares at January 31, 2001 and July 31, 2000	547	547
Class B Stock, par value $.10 per share, issued 1,765,083 shares at January 31, 2001 and July 31, 2000	177	177
Additional Paid-In Capital	7,674	7,698
Retained Earnings	89,983	90,757
Restricted Unearned Stock Compensation	(33)	(10)
Cumulative Translation Adjustment	(1,355)	(1,310)
	96,993	97,859
Less Treasury Stock, at cost (1,279,769 Common shares and 342,241 Class B shares at January 31, 2001, and 1,283,769 Common shares and 342,241 Class B shares at July 31, 2000)	(24,836)	(24,895)
TOTAL STOCKHOLDERS' EQUITY	72,157	72,964
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	$ 132,333	$ 132,844

The accompanying notes are an integral part of the consolidated financial statements.

OIL-DRI CORPORATION OF AMERICA & SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME AND RETAINED EARNINGS
(IN THOUSANDS, EXCEPT FOR PER SHARE AMOUNTS)
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JANUARY 31	
	2001	2000 (RESTATED)
NET SALES	$ 89,757	$ 90,429
Cost Of Sales	66,975	64,765
GROSS PROFIT	22,782	25,664
Selling, General And Administrative Expenses	21,150	21,900
Restructuring Charge	0	1,239
INCOME FROM OPERATIONS	$ 1,632	$ 2,525
OTHER INCOME (EXPENSE)		
Interest Expense	(1,514)	(1,623)
Interest Income	158	109
Other, Net	(45)	228
TOTAL OTHER EXPENSE, NET	(1,401)	(1,286)
INCOME BEFORE INCOME TAXES	231	1,239
Income Taxes	59	359
NET INCOME	172	880
RETAINED EARNINGS		
Balance at Beginning of Year	90,757	90,430
Less Cash Dividends Declared	946	954
RETAINED EARNINGS - JANUARY 31	$ 89,983	$ 90,356
NET INCOME PER SHARE		
BASIC	$ 0.03	$ 0.15
DILUTIVE	$ 0.03	$ 0.15
AVERAGE SHARES OUTSTANDING		
BASIC	5,611	5,684
DILUTIVE	5,612	5,851

The accompanying notes are an integral part of the consolidated financial statements.

OIL-DRI CORPORATION OF AMERICA & SUBSIDIARIES
STATEMENTS OF CONSOLIDATED INCOME
(IN THOUSANDS OF DOLLARS)
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JANUARY 31	
	2001	2000 (RESTATED)
NET INCOME	$ 172	$ 880
OTHER COMPREHENSIVE INCOME:		
Cumulative Translation Adjustments	(45)	(13)
TOTAL COMPREHENSIVE INCOME	$ 127	$ 867

The accompanying notes are an integral part of the consolidated financial statements.

OIL-DRI CORPORATION OF AMERICA & SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME AND RETAINED EARNINGS
(IN THOUSANDS, EXCEPT FOR PER SHARE AMOUNTS)
(UNAUDITED)

	FOR THE THREE MONTHS ENDED JANUARY 31	
	2001	2000 (RESTATED)
NET SALES	$ 46,408	$ 45,880
Cost Of Sales	35,263	33,796
GROSS PROFIT	11,145	12,084
Selling, General And Administrative Expenses	10,925	11,133
Restructuring Charge	0	1,239
INCOME (LOSS) FROM OPERATIONS	220	(288)
OTHER INCOME (EXPENSE)	(745)	(828)
Interest Expense	114	48
Interest Income	60	224
Other, Net	(571)	(556)
TOTAL OTHER EXPENSE, NET		
LOSS BEFORE INCOME TAXES	(351)	(844)
Income Tax Benefits	(90)	(245)
NET LOSS	(261)	(599)
NET INCOME (LOSS) PER SHARE		
BASIC	$ (0.05)	$ (0.11)
DILUTIVE	$ (0.05)	$ (0.10)
AVERAGE SHARES OUTSTANDING		
BASIC	5,612	5,646
DILUTIVE	5,612	5,804

The accompanying notes are an integral part of the consolidated financial statements.

OIL-DRI CORPORATION OF AMERICA & SUBSIDIARIES
STATEMENTS OF CONSOLIDATED INCOME
(IN THOUSANDS OF DOLLARS)
(UNAUDITED)

	FOR THE THREE MONTHS ENDED JANUARY 31	
	2001	2000 (RESTATED)
NET INCOME	$ (261)	$ (599)
Other Comprehensive Income:		
Cumulative Translation Adjustments	8	(3)
TOTAL COMPREHENSIVE INCOME	$ (253)	$ (602)

The accompanying notes are an integral part of the consolidated financial statements.

OIL-DRI CORPORATION OF AMERICA & SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS OF DOLLARS)
(UNAUDITED)

	FOR THE SIX MONTHS ENDED JANUARY 31	
CASH FLOWS FROM OPERATING ACTIVITIES	2001	2000 (RESTATED)
NET INCOME	$ 172	$ 880
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	4,564	4,547
Non-Cash Restructuring Charge	0	1,239
Provision for bad debts	230	59
(Increase) Decrease in:		
Accounts Receivable	(4,083)	(1,272)
Inventories	987	(1,195)
Prepaid Expenses and Taxes	297	(956)
Deferred Income Taxes	0	4
Other Assets	(69)	(1,178)
Increase (Decrease) in:		
Accounts Payable	776	(127)
Accrued Expenses	2,322	(1,001)
Deferred Compensation	(401)	(120)
Special Charge Reserve	(100)	--
Other	125	181
TOTAL ADJUSTMENTS	4,648	181
NET CASH PROVIDED BY OPERATING ACTIVITIES	4,820	1,061
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital Expenditures	(2,641)	(3,493)
Proceeds from sale of property, plant and equipment	180	12
Purchases of Investment Securities	(1,230)	(1,219)
Dispositions of Investment Securities	1,219	1,225
Other	128	(8)
NET CASH USED IN INVESTING ACTIVITIES	(2,344)	(3,483)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal Payments on Long-Term Debt	(2,427)	(1,246)
Proceeds from Issuance of Long-Term Debt	0	5,013
Dividends Paid	(946)	(965)
Purchases of Treasury Stock	0	(1,727)
Other	(22)	(27)
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	(3,395)	1,048
NET DECREASE IN CASH AND CASH EQUIVALENTS	(919)	(1,374)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	1,388	4,362
CASH AND CASH EQUIVALENTS, JANUARY 31	$ 469	$ 2,988

The accompanying notes are an integral part of the consolidated financial statements.

OIL-DRI CORPORATION OF AMERICA & SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

1. BASIS OF STATEMENT PRESENTATION

The financial statements and the related notes are condensed and should be read in conjunction with the consolidated financial statements and related notes for the year ended July 31, 2000, included in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission.

The consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany transactions are eliminated.

The unaudited financial information reflects all adjustments which are, in the opinion of management, necessary for a fair presentation of the statements contained herein.

Certain items in prior year financial statements have been reclassified to conform to the presentation used in fiscal 2001.

2. RESTATEMENT

On July 24, 2000 Oil-Dri Corporation of America filed a report on Form 8-K with the Securities and Exchange Commission which disclosed that reported financial results for each of the first three quarters of its fiscal year ending July 31, 2000 would be restated. The filing reported that a review of trade spending in the Consumer Products segment showed that the Company's accruals for marketing expenses should be increased and sales should be decreased. The restatement had the effect of decreasing income before tax by $1,323,000, net income by $939,000, basic income per share by $0.17 and diluted net income per share by $0.16 for the six months ended January 1, 2000. At January 31, 2000, the restatement increased accrued expenses, net of the related income tax reduction, by $316,000, decreased accounts receivable, net of the related income tax reduction, by $623,000 and decreased retained earnings by $939,000.

3. RESTRUCTURING CHARGE

During the second quarter of fiscal 2000, the Company recorded a pre-tax restructuring charge of $1,239,000 against income from operations, as follows:

Severance costs	$ 604,000
Non-performing asset	635,000
Restructuring charge	$1,239,000

The severance costs were related to a realignment of the Company's personnel costs to bring them more in line with current levels of sales and profitability. The majority of the positions terminated were at the selling, general and administrative level.

The net book value of the non-performing asset consisted of specific production equipment that was idled. The equipment had been used in the Crop Production and Horticultural Products segment. Because management does not rely on segment asset allocation, information regarding the results of operations for this specific asset cannot be identified. However, the results are included in cost of sales.

4. INVENTORIES

The composition of inventories is as follows (in thousands):

	JANUARY 31 (UNAUDITED) 2001	JULY 31 (AUDITED) 2000
Finished goods	$ 9,079	$ 10,251
Packaging	5,073	5,273
Other	1,789	1,404
	$ 15,941	$ 16,928

Inventories are valued at the lower of cost or market. Cost is determined by the first-in, first-out method.

5. NEW ACCOUNTING STANDARDS AND PRONOUNCEMENTS

In June, 1998, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 133, "Accounting for Derivative Instruments and Hedging Activities" which requires companies to recognize all derivatives as assets or liabilities measured at their fair value. The accounting for changes in the fair value of a derivative depends on the intended use of the derivative and whether it qualifies for hedge accounting. Implementation of this statement, which was adopted October 31, 2000, did not have a material financial statement impact.

In May 2000, the Emerging Issues Task Force (EITF) issued its conclusion on EITF No. 00-14, "Accounting for Certain Sales Incentives." The EITF concluded that certain coupon expenses should be reported as a reduction of sales rather than a marketing expense. The Company is currently required to adopt this change by July 2001 and restate prior periods. When adopted, the Company's net sales will be reduced by certain sales incentives, resulting in lower net sales and a corresponding reduction in merchandising expenses. The amount of the reclassification has not been finalized but is not expected to have a material impact upon the Company's financial statements.

6. SEGMENT REPORTING

The Company has four reportable operating segments: Consumer Products Group, Specialty Products Group, Crop Production and Horticultural

Products Group, and Industrial and Automotive Products Group. These segments are managed separately because each business has different economic characteristics. The Specialty Products Group was previously described as Fluids Purification Products, and the Crop Production and Horticultural Products Group was described as the Agricultural Products Group. In addition, certain businesses were transferred between the Crop Production and Horticultural Products Group and the Specialty Products Group as described below.
The accounting policies of the segments are the same as those described in Note 1 of the Company's Annual Report for the year ended July 31, 2000 on Form 10-K filed with the Securities and Exchange Commission.

Because management does not rely on segment asset allocation, information regarding segment assets is not meaningful and therefore is not reported.

	Six Months Ended January 31			
	Net Sales		Operating Income	
	2001	2000 (restated)	2001	2000 (restated)
	(in thousands)			
Consumer Products Group	$59,992	$60,194	$ 5,152	$ 7,810
Specialty Products Group	12,124	13,476(2)	1,878	2,334(2)
Crop Production and Horticultural Products Group	8,040	7,693(2)	820	866(2)
Industrial and Automotive Products Group	9,601	9,066	386	537
TOTAL SALES/OPERATING INCOME	$89,757	$90,429	$ 8,236	$11,547
Less:				
Special Charge			0	1,239(1)
Corporate Expenses			6,648	7,555
Interest Expense, net of Interest Income			1,356	1,514
INCOME BEFORE INCOME TAXES			232	1,239
Income Taxes			60	359
NET INCOME			$ 172	$ 880

	Six Months Ended January 31			
	Net Sales		Operating Income	
	2001	2000 (restated)	2001	2000 (restated)
	(in thousands)			
Consumer Products Group	$31,725	$30,951	$ 2,406	$ 3,329
Specialty Products Group	5,652	6,502(2)	704	1,023(2)
Crop Production and Horticultural Products Group	4,314	3,961(2)	426	365(2)
Industrial and Automotive Products Group	4,717	4,466	192	256
TOTAL SALES/OPERATING OPERATING INCOME	$46,408	$45,880	3,728	4,973
Less:				
Special Charges			0	1,239(1)
Corporate Expenses			3,448	3,798
Interest Expense, net of Interest Income			630	780
INCOME BEFORE INCOME TAXES			(350)	(844)
Income Taxes			(89)	(245)

NET INCOME	$ (261)	$ (599)

1. See Note 3 for a discussion of the special charge recorded in fiscal 2000.

2. Includes reclassification of animal health & nutrition products from the Crop Production and Horticultural Products Group to the Specialty Products Group to take advantage of international opportunities and spread the time-intensive burden of new product and market development between the business units.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS

SIX MONTHS ENDED JANUARY 31, 2001 COMPARED TO
SIX MONTHS ENDED JANUARY 31, 2000 (RESTATED)

RESULTS OF OPERATIONS

Consolidated net sales for the six months ended January 31, 2001 were $89,757,000, a decrease of 0.7% from net sales of $90,429,000 in the first six months of fiscal 2000. Net income for the first six months of fiscal 2001 was $172,000, a decrease of 80% from $880,000 earned in the first six months of fiscal 2000. Basic and diluted net income per share for the first six months of fiscal 2001 was $0.03 versus $0.15 basic and diluted net income per share earned in the first six months of fiscal 2000.

Net sales of the Consumer Products Group for the first six months of fiscal 2001 were $59,992,000, a decrease of 0.3% from net sales of $60,194,000 in the first six months of fiscal 2000. This segment's operating income decreased 34% from $7,810,000 in the first six months of fiscal 2000 to $5,152,000 in the first six months of fiscal 2001 due to a reduction of gross profit for our mass merchandiser customers and Oil-Dri Canada. The reduction of gross profit was caused by unfavorable product mix for our mass merchandiser customers and higher material and transportation cost in Canada. Also, fuel costs had a negative impact on the income of the entire Consumer Products Group.

Net sales of the Specialty Products Group for the first six months of fiscal 2001 were $12,124,000, a decrease of 10.0% from net sales of $13,476,000 in the first six months of fiscal 2000. This segment's operating income decreased 19.5% from $2,334,000 in the first six months of fiscal 2000 to $1,878,000 in the first six months of fiscal 2001 due to the gross profit implications of reduced sales, increased fuel costs, unfavorable foreign exchange rates and a one-time, pre-tax charge of $220,000 related to the exit the Rheological Products business. Fiscal year 2000 net sales and operating income reflect a reclassification of $1,344,000 and $40,000 respectively for certain products and customers from the Crop Production and Horticultural Products segment to the Specialty Products segment.

Net sales of the Crop Production and Horticultural Products Group for the first six months of fiscal 2001 were $8,040,000, an increase of 4.5% from net sales of $7,693,000 in the first six months of fiscal 2000, led primarily by an increase in AGSORB(R) carrier sales. Crop Production and Horticultural Products' operating income decreased 5.3% from $866,000 in the first six months of fiscal 2000 to $820,000 in the first six months of fiscal 2001.

Net sales of the Industrial and Automotive Products Group for the first six months of fiscal 2001 were $9,601,000, an increase of 5.9% from net sales of $9,066,000 in the first six months of fiscal 2000 due to increased sales volume of auto and hardware products. Industrial and

Automotive Products' operating income decreased 28.1% from $537,000 in the first six months of fiscal 2000 to $386,000 in the first six months of fiscal 2001 due to increased fuel costs.

Consolidated gross profit as a percentage of net sales for the first six months of fiscal 2001 decreased to 25.4% from 28.4% in the first six months of fiscal 2000 due to an increase in the cost of fuel to operate our manufacturing plants and distribution processes and fierce competition in the consumer cat litter market. The Company experienced a $2,090,000 fuel cost increase to process our clays over the first six months of fiscal 2000.

Operating expenses as a percentage of net sales for the first six months of fiscal 2001 decreased to 23.6% from 25.6% in the first six months of fiscal 2000 due to a reduction in corporate expenses, largely attributable to the fiscal 2000 restructuring expenses and a reduction in administrative expense.

Interest expense and interest income for the first six months of fiscal 2001 were better by $157,000 from fiscal 2000, due to lower levels of debt.

The Company's effective tax rate was 25.6% of pre-tax income in the first six months of fiscal 2001 versus 29.0% in the first six months of fiscal 2000.

Total assets of the Company decreased $511,000 or 0.4% during the first six months of fiscal 2001. Current assets increased $1,661,000 or 3.1% from fiscal 2000 year-end balances primarily due to increased accounts receivable. Property, plant and equipment, net of accumulated depreciation, decreased $1,892,000 or 3.2% during the first six months as depreciation expense exceeded capital expenditures.

Total liabilities increased $296,000 or 0.5% during the first six months of fiscal 2001. Current liabilities increased $3,398,000 or 22.5% from fiscal 2000 year-end balances due to increases in fuel purchases, trade promotions and advertising and current debt maturities.

EXPECTATIONS

The Company anticipates that third quarter sales will be flat to slightly ahead of the same quarter a year ago. The Company is focused on increasing the quality and productivity of its processes, which will contribute to profitability in both the next quarter and over the long term. The Company has implemented price increases to pass rising costs along to its customers and help improve margins in the future.

Fluctuations in natural gas and other fuel prices will continue to have a very significant impact on the Company's earnings. The impossibility of anticipating future energy prices makes it difficult to forecast the Company's fully diluted earnings per share beyond a broad range of $0.15 to $0.35 per diluted share for the fiscal year.

LIQUIDITY AND CAPITAL RESOURCES

The current ratio decreased to 3.0:1 at January 31, 2001 from 3.6:1 at July 31, 2000. Working capital decreased $1,737,000 during the first six months of fiscal 2001 to $37,138,000, primarily due to higher accrued expenses, offset by higher receivables. During the first six months of fiscal 2001, the balances of cash, cash equivalents and investment securities decreased $908,000.

Cash provided by operating activities was used to fund capital expenditures of $2,641,000, payments on long-term debt of $2,427,000 and dividend payments of $946,000. Total cash and investment balances held by the Company's foreign subsidiaries at January 31, 2001 and July 31, 2000 were $2,312,000 and $2,366,000, respectively.

The Company entered into an amendment with Teachers Insurance and Annuity Association and CIGNA Investments, Inc. to amend its Note Purchase Agreement dated as of April 15, 1998 ("1998 Note Agreement") to modify the fixed charges coverage ratio covenant therein from the prior ratio of 1.5 to 1, to the new ratios as follows: (i) for the period ending November 1, 2000 through April 30, 2001 - ratio of 1.00 to 1; (ii) for the period ending May 1, 2001 through October 31, 2001 - ratio of 1.15 to 1; for the period ending November 1, 2001 through July 31, 2002 - ratio of 1.25 to 1; and for the period ending August 1, 2002 and thereafter - ratio of 1.50 to 1.

The Company also entered into amendments with Teachers Insurance and Annuity Association of its Note Agreement dated as of April 15, 1993 and its Note Agreement dated as of April 15, 1991 to add a fixed charges coverage ratio on substantially the same terms as those in the 1998 Note Agreement as amended.

THREE MONTHS ENDED JANUARY 31, 2001 COMPARED TO THREE MONTHS ENDED JANUARY 31, 2000 (RESTATED)S

RESULTS OF OPERATIONS

Consolidated net sales for the second quarter ended January 31, 2001 were $46,408,000, an increase of 1.2% from net sales of $45,880,000 in the second quarter of fiscal 2000. The net loss for the second quarter of fiscal 2001 was $261,000, which was 56% less than the $599,000 loss in the second quarter of fiscal 2000. Basic and diluted net loss per share for the second quarter of fiscal 2001 were both $0.05 versus $0.11 basic net loss per share and $0.10 diluted net loss per share earned in the second quarter of fiscal 2000.

Net sales of the Consumer Products Group for the second quarter of fiscal 2001 were $31,725,000, an increase of 2.5% from net sales of $30,951,000 in the second quarter of fiscal 2000. This segment's operating income decreased 27.7% from $3,329,000 in the second quarter of fiscal 2000 to $2,406,000 in the same period of fiscal 2001. This decrease was due to a reduction of gross profit from mass merchandiser customers, caused by unfavorable product mix and by fuel cost increases, which negatively impacted the income of the entire Consumer Products Group.

Net sales of the Specialty Products Group for the second quarter of fiscal 2001 were $5,652,000, a decrease of 13.1% from net sales of $6,502,000 in the second quarter of fiscal 2000. This segment's operating income decreased 31.2% from $1,023,000 in the second quarter of fiscal 2000 to $704,000 in the second quarter of fiscal 2001 due to soft demand of PURE-FLO(R) bleaching clays and ULTRA-CLEAR(R) clarification aids, increased fuel costs, unfavorable foreign exchange fluctuations and a one-time pre-tax charge of $220,000 to exit the Rheological Products business. Fiscal year 2001 net sales and operating income reflect the reclassification for certain products and customers from the Crop Production and Horticultural Products Group to the Specialty Products Group.

Net sales of the Crop Production and Horticultural Products Group for the second quarter of fiscal 2001 were $4,314,000, an increase of 8.9% from net sales of $3,961,000 in the second quarter of fiscal 2000, led primarily by an increase in AGSORB(R) products. This segment's operating income increased 16.7% from $365,000 in the second quarter of fiscal 2000 to $426,000 in the second quarter of fiscal 2001.

Net sales of the Industrial and Automotive Products Group for the second quarter of fiscal 2001 were $4,717,000, an increase of 5.6% from net sales of $4,466,000 in the second quarter of fiscal 2000 due to increased sales volume of both clay and non-clay products. This segment's operating income decreased 25.0% from $256,000 in the second quarter of fiscal 2000 to $192,000 in the second quarter of fiscal 2001 due to increased fuel costs.

Consolidated gross profit as a percentage of net sales for the second quarter of fiscal 2001 decreased to 24.0% from 26.3% in the second quarter of fiscal 2000 due to increased fuel costs and fierce competition in our consumer products area. The Company experienced a $1,169,000 fuel cost increase to process our clays over the second quarter of fiscal 2000.

Operating expenses as a percentage of net sales for the second quarter of fiscal 2001 decreased to 23.5% from 27.0% in the second quarter of fiscal 2000 due to a reduction in corporate expenses, largely attributable to the fiscal 2000 restructuring expenses and a reduction in administrative expenses.

Interest expense and interest income for the second quarter of fiscal 2001 were better by $149,000 from fiscal 2000, due lower debt levels.

The Company's effective tax rate was 25.6% of pre-tax income in the second quarter of fiscal 2001 versus 29.0% in the same period of fiscal 2000.

FOREIGN OPERATIONS

Net sales by the Company's foreign subsidiaries during the six months ended January 31, 2001 were $6,147,000 or 6.8% of total Company sales.

This represents a decrease of 15.9% from the same period of fiscal 2000 in which foreign subsidiary sales were $7,311,000 or 8.0% of total Company sales. This decrease is due to the loss of bleaching clay sales to a major customer. Net income of the foreign subsidiaries for the first six months of fiscal 2001 was a loss of $376,000, a decrease of $722,000 from $346,000 income earned from the same period of fiscal 2000. This decrease was primarily due to lower gross profit margins resulting from higher material cost and adverse currency issues. Identifiable assets of the Company's foreign subsidiaries as of January 31, 2001 were $10,201,000, $11,135,000 as of January 31, 2000.

Net sales by the Company's foreign subsidiaries during the three months ended January 31, 2001 were $2,998,000 or 6.5% of total Company sales. This represents a decrease of $704,000 or 19.0% from the second quarter of fiscal 2000, in which foreign subsidiary sales were $3,702,000 or 8.0% of total Company sales. The decrease is due to reduced sales of products in overseas markets, as discussed above. Net income of the foreign subsidiaries for the three months ended January 31, 2001 was a loss of $192,000, a decrease of $291,000 from $99,000 income earned in the second quarter of fiscal 2000. This decrease was primarily due to the incremental gross profit lost from the loss of sales as well as higher material costs.

FORWARD-LOOKING STATEMENTS

Certain statements in this report, including, but not limited to, those under the heading "Expectations" and those statements elsewhere in this report that use forward-looking terminology such as "expect," "would," "could," "should," "estimates," and "believes" are "forward-looking statements" within the meaning of that term in the Securities Exchange Act of 1934, as amended. Actual results may differ materially from those reflected in these forward-looking statements, due primarily to continued vigorous competition in the consumer cat litter market, the level of increases in energy prices and the level of success in implementing price increases and energy surcharges to offset energy costs. These forward-looking statements also involve the risk of changes in market conditions in the overall economy and, for the fluids purification and agricultural markets, in planting activity, crop quality, crop prices and overall agricultural demand, including export demand and foreign exchange rate fluctuations. Other factors affecting these forward-looking statements may be detailed from time to time in reports filed with the Securities and Exchange Commission.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company did not have any derivative financial instruments as of January 31, 2001. However, the Company is exposed to interest rate risk. The Company employs policies and procedures to manage its exposure to changes in the market risk of its cash equivalents and short term investments. The Company believes that the market risk arising from holdings of its financial instruments is not material.

PART II - OTHER INFORMATION

ITEM 4. (A) SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS: On December 5, 2000, the 2000 Annual Meeting of Stockholders of Oil-Dri Corporation of America was held for the purpose of considering and voting on:

1. The election of nine directors.

ELECTION OF DIRECTORS

Thefollowing schedule sets forth the results of the vote to elect directors. A total of 15,637,848 shares were eligible to vote.

DIRECTOR	Votes For (not less than)
J. Steven Cole	15,535,249
Arnold W. Donald	15,535,249
Ronald B. Gordon	15,535,249
Daniel S. Jaffee	15,535,249
Richard M. Jaffee	15,535,249
Thomas D. Kuczmarski	15,535,249
Joseph C. Miller	15,535,249
Paul J. Miller	15,535,249
Allan H. Selig	15,535,249

6. (a)EXHIBITS: The following documents are an exhibit to this report.

		Exhibit Index
Exhibit 10(m)(3)	Second Amendment dated January 15, 2001 to Note Agreement dated April 15, 1991 with Teachers Insurance and Annuity Association of America.	21
Exhibit 10(m)(4)	First Amendment dated January 15, 2001 to Note Agreement dated April 15, 1993 with Teachers Insurance and Annuity Association of America.	28
Exhibit 10(m)(5)	First Amendment dated January 15, 2001 to Note Agreement dated April 15, 1998 with Teachers Insurance and Annuity Association of America and CIGNA Investments, Inc.	35 39
Exhibit 11:	Statement Re: Computation of per share earnings	
Exhibit 27:	Financial Data Schedule	40

SIGNATURES

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

OIL-DRI CORPORATION OF AMERICA
(Registrant)

BY /S/JEFFREY M. LIBERT

Jeffrey M. Libert
Chief Financial Officer

BY /S/DANIEL S. JAFFEE

Daniel S. Jaffee

President and Chief Executive Officer

Dated: March 15, 2001

Exhibit 10(m)(3)

OIL-DRI CORPORATION OF AMERICA

SECOND AMENDMENT

DATED AS OF JANUARY 15, 2001

TO

NOTE AGREEMENT

DATED AS OF APRIL 15, 1991

RE: $8,000,000 9.38% SENIOR NOTES

DUE NOVEMBER 15, 2001

SECOND AMENDMENT TO NOTE AGREEMENT

THIS SECOND AMENDMENT dated as of January 15, 2001 (this "Second Amendment") to the Note Agreement dated as of April 15, 1991 is between Oil-Dri Corporation of America, a Delaware corporation (the "Company"), and Teachers Insurance and Annuity Association of America (the "Noteholder").

RECITALS:

A. The Company and the Noteholder have heretofore entered into the Note Agreement dated as of April 15, 1991, as amended (the "Note Agreement"). The Company has heretofore issued the $8,000,000 9.38% Senior Notes due November 15, 2001 (the "Notes") pursuant to the Note Agreement. The Noteholder is the holder of 100% of the outstanding principal amount of the Notes.

B. The Company and the Noteholder now desire to amend the Note Agreement in the respects, but only in the respects, hereinafter set forth.

C. Capitalized terms used herein shall have the respective meanings ascribed thereto in the Note Agreement unless herein defined or the context shall otherwise require.

D. All requirements of law have been fully complied with and all other acts and things necessary to make this Second Amendment a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

Now, THEREFORE, the Company and the Noteholder, in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

SECTION 1. AMENDMENTS.

1.1 Section 5.17(f) of the Note Agreement shall be and is hereby amended by inserting the words "and ss.5.19" after the words "ss.5.6 through ss.5.17" in the sixth line thereof.

1.2 A new Section 5.19 is hereby added to the Note Agreement to read as follows:

5.19. FIXED CHARGES COVERAGE RATIO. The Company will not permit the Fixed Charges Coverage Ratio for any period of four consecutive fiscal quarters ending at any time during any period specified below to be less than the ratio set forth opposite such period:

PERIOD ENDING	RATIO
November 1, 2000 - April 30, 2001	1.00 to 1
May 1, 2001 - October 31, 2001	1.15 to 1
November 1, 2001 and thereafter	1.25 to 1

1.3 Section 6.1(f) of the Note Agreement shall be and is hereby amended by inserting the words "and ss.5.19" after the words "ss.5.6 through ss.5.13" in the second line thereof.

1.4 Section 8.1 of the Note Agreement shall be and is hereby amended by adding the following definitions in appropriate alphabetical order:

"CONSOLIDATED INCOME AVAILABLE FOR FIXED CHARGES" means, with respect to any period, Consolidated Net Income for such period plus all amounts deducted in the computation thereof on account of (a) Fixed Charges and (b) taxes imposed on or measured by income or excess profits.

"CONSOLIDATED NET INCOME" means, with reference to any period, the net income (or loss) of the Company and its Restricted Subsidiaries for such period (taken as a cumulative whole), as determined in accordance with GAAP, after eliminating all offsetting debits and credits between the Company and its Restricted Subsidiaries and all other items required to be eliminated in the course of the preparation of consolidated financial statements of the Company and its Restricted Subsidiaries in accordance with GAAP, provided that there shall be excluded:

(a) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Company or a Restricted Subsidiary, and the income (or loss) of any Person, substantially all of the assets of which have been acquired in any manner, realized by such other Person prior to the date of acquisition,

(b) the income (or loss) of any Person (other than a Restricted Subsidiary) in which the Company or any Restricted Subsidiary has an ownership interest, except to the extent that any such income has been actually received by the Company or such Restricted Subsidiary in the form of cash dividends or similar cash distributions,

(c) the undistributed earnings of any Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Subsidiary,

(d) any restoration to income of any contingency reserve (excluding a contingency reserve established in the ordinary course of business, such as reserves for uncollectable accounts), except to the extent that provision for such reserve was made out of income accrued during such period,

(e) any aggregate net gain (but not any aggregate net loss) during such period arising from the sale, conversion, exchange or other disposition of capital assets (such term to include, without limitation, (i) all non-current assets and, without duplication, (ii) the following, whether or not current: all fixed assets, whether tangible or intangible, all inventory sold in conjunction with the disposition of fixed assets, and all Securities),

(f) any gains resulting from any write-up of any assets (but not any loss resulting from any write-down of any assets),

(g) any net gain from the collection of the proceeds of life insurance policies,

(h) any gain arising from the acquisition of any Security, or the extinguishment, under GAAP, of any Debt, of the Company or any Subsidiary,

(i) any net income or gain (but not any net loss) during such period from (i) any change in accounting principles in accordance with GAAP, (ii) any prior period adjustments resulting from any change in accounting principles in accordance with GAAP, (iii) any extraordinary items, or (iv) any discontinued operations or the disposition thereof,

(j) any deferred credit representing the excess of equity in any Restricted Subsidiary at the date of acquisition over the cost of the investment in such Restricted Subsidiary,

(k) in the case of a successor to the Company by consolidation or merger or as a transferee of its assets, any earnings of the successor corporation prior to such consolidation, merger or transfer of assets, and

(l) any portion of such net income that cannot be freely converted into United States Dollars.

"DEBT" means, with respect to any Person, without duplication,

(a) its liabilities for borrowed money;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including, without limitation, all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) its Capitalized Rentals;

(d) all liabilities for borrowed money secured by any lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities); and

(e) any Guaranties of such Person with respect to liabilities of a type described in any of clauses (a) through (d) hereof.

Debt of any Person shall include all obligations of such Person of the character described in clauses (a) through (e) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

"FIXED CHARGES" means, with respect to any period, the sum of (a) Interest Charges for such period and (b) Rentals (other than Capitalized Rentals) for such period.

"FIXED CHARGES COVERAGE RATIO" means, at any time, the ratio of (a) Consolidated Income Available for Fixed Charges for the period of four consecutive fiscal quarters ending on, or most recently ended prior to, such time to (b) Fixed Charges for such period of four consecutive fiscal quarters.

"INTEREST CHARGES" means, with respect to any period, the sum (without duplication) of the following (in each case, eliminating all offsetting debits and credits between the Company and its Restricted Subsidiaries and all other items required to be eliminated in the course of the preparation of consolidated financial statements of the Company and its Restricted Subsidiaries in accordance with GAAP): (a) all interest in respect of Debt of the Company and its Restricted Subsidiaries (including imputed interest on Capitalized Leases) deducted in determining Consolidated Net Income for such period, less interest income of the Company and its Restricted Subsidiaries included in Consolidated Net Income for such period and (b) all debt discount and expense amortized or required to be amortized in the determination of Consolidated Net Income for such period.

SECTION 2. MISCELLANEOUS.

2.1 This Second Amendment shall be construed in connection with and as part of the Note Agreement and except as modified and expressly amended by this Second Amendment, all terms, conditions and covenants contained in the Note Agreement and the Notes are hereby ratified and shall be and remain in full force and effect.

2.2 Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Second Amendment may refer to the Note Agreement without making specific reference to this Second Amendment but nevertheless all such references shall include this Second Amendment unless the context otherwise requires.

2.3 The descriptive headings of the various Sections or parts of this Second Amendment are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

2.4 This Second Amendment shall be governed by and construed in accordance with Illinois law.

2.5 The execution hereof by the parties hereto shall constitute a contract among such parties for the uses and purposes hereinabove set forth, and this Second Amendment may be executed in any number of counterparts, each executed counterpart constituting an original, but all together only one agreement.

OIL-DRI CORPORATION OF AMERICA

By:_______________________________

Accepted and Agreed to: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By:_______________________________

Exhibit 10(m)(4)

OIL-DRI CORPORATION OF AMERICA

FIRST AMENDMENT

DATED AS OF JANUARY 15, 2001

TO

NOTE AGREEMENT

DATED AS OF APRIL 15, 1993

RE: $6,500,000 7.17% SENIOR NOTES

DUE AUGUST 15, 2004

FIRST AMENDMENT TO NOTE AGREEMENT

THIS FIRST AMENDMENT dated as of January 15, 2001 (this "First Amendment") to the Note Agreement dated as of April 15, 1993 is between Oil-Dri Corporation of America, a Delaware corporation (the "Company"), and Teachers Insurance and Annuity Association of America (the "Noteholder").

RECITALS:

A. The Company and the Noteholder have heretofore entered into the Note Agreement dated as of April 15, 1993 (the "Note Agreement"). The Company has heretofore issued the $6,500,000 7.17% Senior Notes due August 15, 2004 (the "Notes") pursuant to the Note Agreement. The Noteholder is the holder of 100% of the outstanding principal amount of the Notes.

B. The Company and the Noteholder now desire to amend the Note Agreement in the respects, but only in the respects, hereinafter set forth.

C. Capitalized terms used herein shall have the respective meanings ascribed thereto in the Note Agreement unless herein defined or the context shall otherwise require.

D. All requirements of law have been fully complied with and all other acts and things necessary to make this First Amendment a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

Now, THEREFORE, the Company and the Noteholder, in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

SECTION 1. AMENDMENTS.

1.1 Section 5.17(f) of the Note Agreement shall be and is hereby amended by inserting the words "and ss.5.19" after the words "ss.5.6 through ss.5.17" in the fifth and sixth lines thereof.

1.2 A new Section 5.19 is hereby added to the Note Agreement to read as follows:

SECTION 5.19. FIXED CHARGES COVERAGE RATIO. The Company will not permit the Fixed Charges Coverage Ratio for any period of four consecutive fiscal quarters ending at any time during any period specified below to be less than the ratio set forth opposite such period:

PERIOD ENDING	RATIO
November 1, 2000 - April 30, 2001	1.00 to 1
May 1, 2001 - October 31, 2001	1.15 to 1
November 1, 2001 - July 31, 2002	1.25 to 1
August 1, 2002 and thereafter	1.50 to 1

1.3 Section 6.1(f) of the Note Agreement shall be and is hereby amended by inserting the words "and ss.5.19" after the words "ss.5.6 through ss.5.13" in the second line thereof.

1.4 Section 8.1 of the Note Agreement shall be and is hereby amended by adding the following definitions in appropriate alphabetical order:

"CONSOLIDATED INCOME AVAILABLE FOR FIXED CHARGES" means, with respect to any period, Consolidated Net Income for such period plus all amounts deducted in the computation thereof on account of (a) Fixed Charges and (b) taxes imposed on or measured by income or excess profits.

"CONSOLIDATED NET INCOME" means, with reference to any period, the net income (or loss) of the Company and its Restricted Subsidiaries for such period (taken as a cumulative whole), as determined in accordance with GAAP, after eliminating all offsetting debits and credits between the Company and its Restricted Subsidiaries and all other items required to be eliminated in the course of the preparation of consolidated financial statements of the Company and its Restricted Subsidiaries in accordance with GAAP, PROVIDED that there shall be excluded:

(a) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Company or a Restricted Subsidiary, and the income (or loss) of any Person, substantially all of the assets of which have been acquired in any manner, realized by such other Person prior to the date of acquisition,

(b) the income (or loss) of any Person (other than a Restricted Subsidiary) in which the Company or any Restricted Subsidiary has an ownership interest, except to the extent that any such income has been actually received by the Company or such Restricted Subsidiary in the form of cash dividends or similar cash distributions,

(c) the undistributed earnings of any Subsidiary to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Subsidiary,

(d) any restoration to income of any contingency reserve (excluding a contingency reserve established in the ordinary course of business, such as reserves for uncollectable accounts), except to the extent that provision for such reserve was made out of income accrued during such period,

(e) any aggregate net gain (but not any aggregate net loss) during such period arising from the sale, conversion, exchange or other disposition of capital assets (such term to include, without limitation, (i) all non-current assets and, without duplication, (ii) the following, whether or not current: all fixed assets, whether tangible or intangible, all inventory sold in conjunction with the disposition of fixed assets, and all Securities),

(f) any gains resulting from any write-up of any assets (but not any loss resulting from any write-down of any assets),

(g) any net gain from the collection of the proceeds of life insurance policies,

(h) any gain arising from the acquisition of any Security, or the extinguishment, under GAAP, of any Debt, of the Company or any Subsidiary,

(i) any net income or gain (but not any net loss) during such period from (i) any change in accounting principles in accordance with GAAP, (ii) any prior period adjustments resulting from any change in accounting principles in accordance with GAAP, (iii) any extraordinary items, or (iv) any discontinued operations or the disposition thereof,

(j) any deferred credit representing the excess of equity in any Restricted Subsidiary at the date of acquisition over the cost of the investment in such Restricted Subsidiary,

(k) in the case of a successor to the Company by consolidation or merger or as a transferee of its assets, any earnings of the successor corporation prior to such consolidation, merger or transfer of assets, and

(l) any portion of such net income that cannot be freely converted into United States Dollars.

"DEBT" means, with respect to any Person, without duplication,

(a) its liabilities for borrowed money;

(b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including, without limitation, all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property);

(c) its Capitalized Rentals;

(d) all liabilities for borrowed money secured by any lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities); and

(e) any Guaranties of such Person with respect to liabilities of a type described in any of clauses (a) through (d) hereof.

Debt of any Person shall include all obligations of such Person of the character described in clauses (a) through (e) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP.

"FIXED CHARGES" means, with respect to any period, the sum of (a) Interest Charges for such period and (b) Rentals (other than Capitalized Rentals) for such period.

"FIXED CHARGES COVERAGE RATIO" means, at any time, the ratio of (a) Consolidated Income Available for Fixed Charges for the period of four consecutive fiscal quarters ending on, or most recently ended prior to, such time to (b) Fixed Charges for such period of four consecutive fiscal quarters.

"INTEREST CHARGES" means, with respect to any period, the sum (without duplication) of the following (in each case, eliminating all offsetting debits and credits between the Company and its Restricted Subsidiaries and all other items required to be eliminated in the course of the preparation of consolidated financial statements of the

Company and its Restricted Subsidiaries in accordance with GAAP): (a) all interest in respect of Debt of the Company and its Restricted Subsidiaries (including imputed interest on Capitalized Leases) deducted in determining Consolidated Net Income for such period, less interest income of the Company and its Restricted Subsidiaries included in Consolidated Net Income for such period and (b) all debt discount and expense amortized or required to be amortized in the determination of Consolidated Net Income for such period.

SECTION 2. MISCELLANEOUS.

2.1 This First Amendment shall be construed in connection with and as part of the Note Agreement and except as modified and expressly amended by this First Amendment, all terms, conditions and covenants contained in the Note Agreement and the Notes are hereby ratified and shall be and remain in full force and effect.

2.2 Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the Note Agreement without making specific reference to this First Amendment but nevertheless all such references shall include this First Amendment unless the context otherwise requires.

2.3 The descriptive headings of the various Sections or parts of this First Amendment are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

2.4 This First Amendment shall be governed by and construed in accordance with Illinois law.

2.5 The execution hereof by the parties hereto shall constitute a contract among such parties for the uses and purposes hereinabove set forth, and this First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original, but all together only one agreement.

OIL-DRI CORPORATION OF AMERICA

By:______________________________

Accepted and Agreed to: TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By:______________________________

Exhibit 10(m)(5)

OIL-DRI CORPORATION OF AMERICA

FIRST AMENDMENT

DATED AS OF JANUARY 15, 2001

TO

NOTE PURCHASE AGREEMENT

DATED AS OF APRIL 15, 1998

RE: $25,000,000 6.55% SENIOR NOTES

DUE APRIL 15, 2013

FIRST AMENDMENT TO NOTE PURCHASE AGREEMENT

THIS FIRST AMENDMENT dated as of January 15, 2001 (this "First Amendment") to the Note Purchase Agreement dated as of April 15, 1998 is among Oil-Dri Corporation of America, a Delaware corporation (the "Company"), and each of the institutions which is a signatory to this First Amendment (collectively, the "Noteholders").

RECITALS:

A. The Company and each of the Noteholders have heretofore entered into the Note Purchase Agreement dated as of April 15, 1998 (the "Note Purchase Agreement"). The Company has heretofore issued the $25,000,000 6.55% Senior Notes due April 15, 2013 (the "Notes") pursuant to the Note Purchase Agreement. The Noteholders are the holders of 100% of the outstanding principal amount of the Notes.

B. The Company and the Noteholders now desire to amend the Note Purchase Agreement in the respects, but only in the respects, hereinafter set forth.

C. Capitalized terms used herein shall have the respective meanings ascribed thereto in the Note Purchase Agreement unless herein defined or the context shall otherwise require.

D. All requirements of law have been fully complied with and all other acts and things necessary to make this First Amendment a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

Now, THEREFORE, the Company and the Noteholders, in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

SECTION 1. AMENDMENT.

1.1 Section 10.1 of the Note Purchase Agreement shall be and is hereby amended in its entirety to read as follows:

SECTION 10.1 FIXED CHARGES COVERAGE RATIO. The Company will not permit the Fixed Charges Coverage Ratio for any period of four consecutive fiscal quarters ending at any time during any period specified below to be less than the ratio set forth opposite such period:

PERIOD ENDING	RATIO
November 1, 2000 - April 30, 2001	1.00 to 1
May 1, 2001 - October 31, 2001	1.15 to 1
November 1, 2001 - July 31, 2002	1.25 to 1
August 1, 2002 and thereafter	1.50 to 1

SECTION 2. MISCELLANEOUS.

2.1 This First Amendment shall be construed in connection with and as part of the Note Purchase Agreement and except as modified and expressly amended by this First Amendment, all terms, conditions and covenants contained in the Note Purchase Agreement and the Notes are hereby ratified and shall be and remain in full force and effect.

2.2 Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the Note Purchase Agreement without making specific reference to this First Amendment but nevertheless all such references shall include this First Amendment unless the context otherwise requires.

2.3 The descriptive headings of the various Sections or parts of this First Amendment are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

2.4 This First Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of Illinois excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

2.5 The execution hereof by the parties hereto shall constitute a contract among such parties for the uses and purposes hereinabove set forth, and this First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original, but all together only one agreement.

OIL-DRI CORPORATION OF AMERICA

By:_______________________________

Accepted and Agreed to:

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

By:_______________________________

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By CIGNA Investments, Inc.

By:_______________________________

Exhibit 11

OIL-DRI CORPORATION OF AMERICA AND SUBSIDIARIES

COMPUTATION OF EARNINGS PER SHARE

(IN THOUSANDS EXCEPT FOR PER SHARE AMOUNTS)

	Six Months Ended January 31	
	2001	2000 (Restated)
Net income available to Stockholders (numerator)	$ 172	$ 880
Shares Calculation (denominator):	5,611	5,684
Average shares outstanding - basic		
Effect of Dilutive Securities:		
Potential Common Stock relating to stock options	1	167
Average shares outstanding- assuming dilution	5,612	5,851
Earnings per share-basic	$ 0.03	$ 0.15
Earnings per share-assuming dilution	$ 0.03	$ 0.15

5

6-MOS
JUL-31-2001
JAN-31-2000
469,000
1,230,000
29,353,000
1,062,000
15,941,000
55,620,000
137,883,000
80,163,000
132,333,000
18,482,000
36,607,000
0
0
724,000
71,433,000
132,333,000
89,757,000
89,757,000
66,975,000
66,975,000
20,807,000
230,000
1,514,000
231,000
59,000
172,000
0
0
0
172,000
0.03
0.03