

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Schedule 13D

Under the Securities Exchange Act of 1934
(Amendment No. 15)*

TREMONT CORPORATION
(Name of Issuer)

Common Stock, \$1.00 par value
(Title of Class of Securities)

894745 20 7
(CUSIP Number)

STEVEN L. WATSON
THREE LINCOLN CENTRE
SUITE 1700
5430 LBJ FREEWAY
DALLAS, TEXAS 75240-2694
(972) 233-1700

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

October 10, 2000
(Date of Event which requires Filing
of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. []

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)

CUSIP No. 894745 20 7

- 1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Tremont Holdings, LLC
- 2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) []

(b) []
- 3 SEC USE ONLY
- 4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

7 SOLE VOTING POWER

-0-

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH

8 SHARED VOTING POWER

500,000

REPORTING
PERSON
WITH

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

500,000

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

500,000

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

7.8%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

OO

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

NL Industries, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

WC

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

New Jersey

7 SOLE VOTING POWER

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER	1,036,167
	9	SOLE DISPOSITIVE POWER	-0-
	10	SHARED DISPOSITIVE POWER	1,036,167

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,036,167

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
16.2%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)
CO

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
Valhi, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)
(a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)
WC and BK

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

7 SOLE VOTING POWER

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER	5,044,588
	9	SOLE DISPOSITIVE POWER	-0-

5,044,588

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,044,588

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

78.9%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

CO

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Valhi Group, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Nevada

7 SOLE VOTING POWER

-0-

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8 SHARED VOTING POWER

5,044,588

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

5,044,588

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,044,588

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

78.9%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

CO

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

National City Lines, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

7 SOLE VOTING POWER

-0-

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8 SHARED VOTING POWER

5,044,588

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

5,044,588

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,044,588

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

78.9%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

CO

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

NOA, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Texas

7 SOLE VOTING POWER

-0-

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8 SHARED VOTING POWER

5,044,588

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

5,044,588

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,044,588

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

78.9%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

CO

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Dixie Holding Company

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

7 SOLE VOTING POWER

-0-

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8 SHARED VOTING POWER

5,044,588

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

5,044,588

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,044,588

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

78.9%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

CO

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Dixie Rice Agricultural Corporation, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Louisiana

7 SOLE VOTING POWER

-0-

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH

8 SHARED VOTING POWER

5,044,588

REPORTING
PERSON
WITH

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

5,044,588

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,044,588

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

78.9%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

CO

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Southwest Louisiana Land Company, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Louisiana

7 SOLE VOTING POWER

-0-

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8 SHARED VOTING POWER

5,044,588

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

5,044,588

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,044,588

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

78.9%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

CO

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Contran Corporation

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

7 SOLE VOTING POWER

-0-

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY

8 SHARED VOTING POWER

5,044,588

EACH REPORTING PERSON WITH 9 SOLE DISPOSITIVE POWER -0-

10 SHARED DISPOSITIVE POWER 5,044,588

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,044,588

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

78.9%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

CO

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Harold Simmons Foundation, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Texas

7 SOLE VOTING POWER -0-

8 SHARED VOTING POWER 5,044,588

9 SOLE DISPOSITIVE POWER -0-

10 SHARED DISPOSITIVE POWER 5,044,588

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

5,044,588

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
78.9%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)
CO

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
The Combined Master Retirement Trust

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)
(a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)
Not Applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Texas

7 SOLE VOTING POWER

-0-

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8 SHARED VOTING POWER

5,048,094

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

5,048,094

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
5,048,094

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (SEE INSTRUCTIONS) []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
79.0%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

EP

CUSIP No. 894745 20 7

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Harold C. Simmons

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP(SEE INSTRUCTIONS)

(a) []

(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (SEE INSTRUCTIONS)

Not applicable

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

USA

7 SOLE VOTING POWER

-0-

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON
WITH

8 SHARED VOTING POWER

5,051,841

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

5,051,841

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

-0-

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (SEE INSTRUCTIONS) [X]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.0%

14 TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)

IN

TO SCHEDULE 13D

This statement on Schedule 13D is hereby amended and restated in its entirety as set forth below, except for Items 3 and 4, which are only amended (collectively, this "Statement").

Item 1. Security and Issuer.

This Statement relates to shares of the common stock, \$1.00 par value per share (the "Shares"), of Tremont Corporation (the "Company"). The principal executive offices of the Company are located at 1999 Broadway, Suite 4300, Denver, Colorado 80202.

Item 2. Identity and Background.

(a) This Statement is filed by (i) Tremont Holdings, LLC ("TRE Holdings"), NL Industries, Inc. ("NL") and Valhi, Inc. ("Valhi") as the direct holders of Shares, (ii) by virtue of the direct and indirect ownership of securities of NL and Valhi (as described below in this Statement), Valhi Group, Inc. ("VGI"), National City Lines, Inc. ("National"), NOA, Inc. ("NOA"), Dixie Holding Company ("Dixie Holding"), Dixie Rice Agricultural Corporation, Inc. ("Dixie Rice"), Southwest Louisiana Land Company, Inc. ("Southwest"), Contran Corporation ("Contran"), the Harold Simmons Foundation, Inc. (the "Foundation") and the Combined Master Retirement Trust (the "CMRT") and (iii) by virtue of his positions with Contran and certain of the other entities (as described in this Statement), Harold C. Simmons (collectively, the "Reporting Persons"). By signing this Statement, each Reporting Person agrees that this Statement is filed on its or his behalf.

Valhi, NL, TRE Holdings and the CMRT are the direct holders of approximately 62.7%, 8.4%, 7.8% and 0.1%, respectively, of the 6,393,258 Shares outstanding as of July 31, 2000 according to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2000 (the "Outstanding Shares"). Together, Valhi, NL and TRE Holdings may be deemed to control the Company. NL is the sole member of TRE Holdings and may be deemed to control TRE Holdings. Valhi and the Company are the direct holders of approximately 60.1% and 20.4%, respectively, of the outstanding common stock of NL and together may be deemed to control NL. VGI, National, Contran, the Foundation, the Contran Deferred Compensation Trust No. 2 (the "CDCT No. 2") and the CMRT are the direct holders of 81.7%, 9.5%, 1.7%, 0.5%, 0.4% and 0.1%, respectively, of the common stock of Valhi. Together, VGI, National and Contran may be deemed to control Valhi. National, NOA and Dixie Holding are the direct holders of approximately 73.3%, 11.4% and 15.3%, respectively, of the outstanding common stock of VGI. Together, National, NOA and Dixie Holding may be deemed to control VGI. Contran and NOA are the direct holders of approximately 85.7% and 14.3%, respectively, of the outstanding common stock of National and together may be deemed to control National. Contran and Southwest are the direct holders of approximately 49.9% and 50.1%, respectively, of the outstanding common stock of NOA and together may be deemed to control NOA. Dixie Rice is the direct holder of 100% of the outstanding common stock of Dixie Holding and may be deemed to control Dixie Holding. Contran is the holder of 100% of the outstanding common stock of Dixie Rice and may be deemed to control Dixie Rice. Contran is the holder of approximately 88.9% of the outstanding common stock of Southwest and may be deemed to control Southwest.

Substantially all of Contran's outstanding voting stock is held either by trusts established for the benefit of certain children and grandchildren of Harold C. Simmons (the "Trusts"), of which Mr. Simmons is the sole trustee, or by Mr. Simmons directly. As sole trustee of each of the Trusts, Mr. Simmons has the power to vote and direct the disposition of the shares of Contran stock held by each of the Trusts. Mr. Simmons, however, disclaims beneficial ownership of any shares of Contran stock that the Trusts hold.

The Combined Master Retirement Trust (the "CMRT") directly holds approximately 0.1% of each of the Outstanding Shares and the outstanding shares of Valhi common stock. Valhi established the CMRT as a trust to permit the collective investment by master trusts that maintain the assets of certain employee benefit plans Valhi and related companies adopt. Mr. Simmons is the sole trustee of the CMRT and a member of the trust investment committee for the CMRT. Mr. Simmons is a participant in one or more of the employee benefit plans that invest through the CMRT.

The Foundation directly holds approximately 0.5% of the outstanding Valhi common stock. The Foundation is a tax-exempt foundation organized for charitable purposes. Harold C. Simmons is the chairman of the board and chief

executive officer of the Foundation and may be deemed to control the Foundation.

Valmont Insurance Company ("Valmont") and a subsidiary of NL directly own 1,000,000 shares and 1,186,200 shares, respectively, of Valhi common stock. Valhi is the direct holder of 100% of the outstanding common stock of Valmont and may be deemed to control Valmont. Pursuant to Delaware law, Valhi treats the shares of Valhi common stock that Valmont and the subsidiary of NL own as treasury stock for voting purposes and for the purposes of this Statement are not deemed outstanding.

Mr. Harold C. Simmons is chairman of the board and chief executive officer of Valhi, VGI, National, NOA, Dixie Holding, Dixie Rice, Southwest and Contran. Mr. Simmons is also chairman of the board of NL and a director of the Company.

By virtue of the holding of the offices, the stock ownership and his service as trustee, all as described above, (a) Mr. Simmons may be deemed to control the entities described above and (b) Mr. Simmons and certain of such entities may be deemed to possess indirect beneficial ownership of Shares directly held by certain of such other entities. However, Mr. Simmons disclaims beneficial ownership of the Shares beneficially owned, directly or indirectly, by any of such entities, except to the extent of his vested beneficial interest in the Shares held by the CMRT.

Harold C. Simmons' spouse is the direct owner of 3,747 Shares, 69,475 shares of NL common stock and 77,000 shares of Valhi common stock. Mr. Simmons may be deemed to share indirect beneficial ownership of such shares. Mr. Simmons disclaims all such beneficial ownership.

Certain information concerning the directors and executive officers of the Reporting Persons, including offices held by Mr. Simmons is set forth on Schedule B attached hereto and incorporated herein by reference.

(b) The principal offices of TRE Holdings and NL are located at 16825 Northchase Drive, Suite 1200, Houston, Texas 77060. The principal offices of Valhi, VGI, National, NOA, Dixie Holding and Contran are located at, and the business address of Harold C. Simmons is, Three Lincoln Centre, 5430 LBJ Freeway, Suite 1700, Dallas, Texas 75240-2697. The principal business address of Dixie Rice is 600 Pasquiere Street, Gueydan, Louisiana 70542. The principal business address of Southwest is 402 Canal Street, Houma, Louisiana 70360. The business addresses of the remaining directors and executive officers of the Reporting Persons are set forth on Schedule B to this Statement and incorporated herein by reference.

(c) TRE Holdings is engaged in holding Shares.

NL is engaged through its subsidiaries in the production of titanium dioxide pigments.

In addition to the activities engaged in through NL and its subsidiaries, Valhi is primarily engaged through its other subsidiaries in the titanium metals, ergonomic computer support systems, precision ball bearing slides, security products and waste management industries.

In addition to activities engaged in through Valhi and the other companies Valhi may be deemed to control, as described above, and in addition to holding the securities described above, (i) VGI is engaged in holding notes receivable; (ii) National is engaged in holding notes receivable and, directly or through other companies, in real estate, oil and gas activities and the rental and sales of compressors and related products; (iii) Dixie Holding is engaged in holding preferred stock of Contran; (iv) NOA is engaged in real estate and holding notes receivable; (v) Dixie Rice is engaged in land management, agriculture and oil and gas activities; (vi) Southwest is engaged in land management, agriculture and oil and gas activities; and (vii) Contran is engaged through other companies in the production of, among other things, steel rod, wire and wire products.

Valhi established the CMRT as a trust to permit the collective investment by master trusts that maintain the assets of certain employee benefit plans Valhi and related companies adopt. The employee benefit plans that the master trusts participating in the CMRT fund are subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended.

The Foundation is a tax-exempt foundation organized for charitable purposes.

(d) None of the Reporting Persons or, to the best knowledge of such persons, any of the persons named in Schedule B to this Statement has been convicted in a criminal proceeding in the past five years (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons or, to the best knowledge of such persons, any person named in Schedule B to this Statement, was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) TRE Holdings is a Delaware limited liability company. NL is a New Jersey corporation. Contran, Dixie Holding, National and Valhi are Delaware corporations. VGI is a Nevada corporation. NOA is a Texas corporation and the Foundation is a Texas non-profit corporation. Dixie Rice and Southwest are Louisiana corporations. The CMRT is governed by the laws of the state of Texas, except as those laws are superseded by federal law. Harold C. Simmons and all the persons named on Schedule B to this Statement are citizens of the United States, except as otherwise indicated on such Schedule.

Item 3. Source and Amount of Funds or Other Consideration.

No change except for the addition of the following:

The total amount of funds Valhi used to acquire the Shares purchased by it as reported in Item 5(c) was \$4,514,919.90 (including commissions). Such funds were provided by Valhi's cash on hand and amounts Valhi borrowed under the Credit Agreement dated as of November 6, 1998 among Valhi, Inc. and the financial institutions from time to time that are a party thereto, as amended by that certain First Amendment Agreement dated as of November 5, 1999 and that certain Second Amendment Agreement dated as of November 3, 2000, copies of which are attached as Exhibits 1, 2 and 3 to this Statement.

The Reporting Persons understand that (other than Harold C. Simmons) the funds required by the persons named in Schedule B to this Statement to acquire Shares were from such person's personal funds.

Item 4. Purpose of Transaction.

No change except for the addition of the following:

Valhi purchased the Shares reported in Item 5(c) of this amendment in order to increase its equity interest in the Company.

If certain Reporting Persons determine that filing a consolidated federal income tax return with the Company is desirable, such Reporting Persons could facilitate such result by purchasing additional Shares.

Depending upon their evaluation of the Company's business and prospects, and upon future developments (including, but not limited to, performance of the Shares in the market, availability of funds, alternative uses of funds, the Reporting Persons' tax planning objectives and money, stock market and general economic conditions), any of the Reporting Persons or other entities that may be deemed to be affiliated with Contran may from time to time purchase Shares, and any of the Reporting Persons or other entities that may be deemed to be affiliated with Contran may from time to time dispose of all or a portion of the Shares held by such person, or cease buying or selling Shares. Any such additional purchases or sales of the Shares may be in open market or privately negotiated transactions or otherwise.

As described under Item 2 of this Statement, Harold C. Simmons may be deemed to control the Company.

The Reporting Persons understand that prior purchases of Shares by persons named in Schedule B to this Statement (other than Harold C. Simmons) were made for the purpose of each such person's personal investment.

Except as described in this Item 4, none of the Reporting Persons nor, to the best knowledge of such persons, any other person named in Schedule B to this Statement has formulated any plans or proposals which relate to or would result in any matter required to be disclosed in response to paragraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

(a) Valhi, NL, TRE Holdings, Harold C. Simmons' spouse and the CMRT are the direct beneficial owners of 4,008,421, 536,167, 500,000, 3,747 and 3,506 of the Shares, respectively.

By virtue of the relationships described under Item 2 of this Statement:

(1) NL may be deemed to be the beneficial owner of the 1,036,167 Shares (approximately 16.2% of the Outstanding Shares) that NL and TRE Holdings directly hold;

(2) Valhi, VGI, National, NOA, Dixie Holding, Dixie Rice, Southwest, Contran and the Foundation may each be deemed to be the beneficial owner of the 5,044,588 Shares (approximately 78.9% of the Outstanding Shares) that Valhi, NL and TRE Holdings directly hold;

(3) The CMRT may be deemed to be the beneficial owner of the 5,048,094 Shares (approximately 79.0% of the Outstanding Shares) that Valhi, NL, TRE Holdings and the CMRT directly hold; and

(4) Harold C. Simmons may be deemed to be the beneficial owner of the 5,051,841 Shares (approximately 79.0% of the Outstanding Shares) that Valhi, NL, TRE Holdings, Mr. Simmons' spouse and the CMRT directly hold.

Except to the extent of his vested beneficial interest in Shares directly held by the CMRT, Mr. Simmons disclaims beneficial ownership of all Shares.

The Reporting Persons understand, based on ownership filings with the Securities and Exchange Commission (the "Commission") or upon information provided by the persons listed on Schedule B to this Statement, that such persons may be deemed to own beneficially the Shares as indicated on Schedule C to this Statement.

(b) By virtue of the relationships described in Item 2:

(1) TRE Holdings may be deemed to share the power to vote and direct the disposition of the Shares that TRE Holdings directly holds;

(2) NL may be deemed to share the power to vote and direct the disposition of the Shares that NL and TRE Holdings directly hold;

(3) Valhi, VGI, National, NOA, Dixie Holding, Dixie Rice, Southwest, Contran and the Foundation may each be deemed to share the power to vote and direct the disposition of the Shares that Valhi, NL and TRE Holdings directly hold;

(4) The CMRT may be deemed to share the power to vote and direct the disposition of the Shares that Valhi, NL, TRE Holdings and the CMRT directly hold; and

(5) Harold C. Simmons may be deemed to share the power to vote and direct the disposition of the Shares that Valhi, NL, TRE Holdings, Mr. Simmons' spouse and the CMRT directly hold.

(c) The table below sets forth all transactions in the Shares by the Reporting Persons since the last transaction by the Reporting Persons reported in Amendment No. 14 to this Schedule 13D. The Reporting Persons effected all of the following transactions on the New York Stock Exchange.

Date	Number of Shares	Approximate Price Per Share (exclusive of commissions)	Transaction	Reporting Person
10/04/00	9,000	\$28.0000	Purchase	Valhi
10/05/00	6,000	\$28.0000	Purchase	Valhi
10/06/00	20,000	\$27.5000	Purchase	Valhi
10/09/00	19,500	\$27.0000	Purchase	Valhi
10/10/00	10,500	\$26.5238	Purchase	Valhi
10/11/00	10,000	\$26.5000	Purchase	Valhi
10/12/00	20,000	\$25.8750	Purchase	Valhi

10/13/00	20,000	\$25.5000	Purchase	Valhi
10/16/00	20,000	\$25.5000	Purchase	Valhi
10/17/00	20,000	\$25.1250	Purchase	Valhi
10/19/00	17,400	\$24.5000	Purchase	Valhi

(d) Each of Valhi, NL, TRE Holdings, Mr. Simmons' spouse and the CMRT has the right to receive and the power to direct the receipt of dividends from, and proceeds from the sale of, the Shares directly held by such entity or person.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

None of the Reporting Persons or, to the best knowledge of such persons, any person named in Schedule B to this Statement has any contract, arrangement, understanding or relationship (legal or otherwise) with any person with respect to securities of the Company, including, but not limited to, transfer or voting of any such securities, finder's fees, joint ventures, loans or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit 1 Credit Agreement dated as of November 6, 1998 among Valhi, Inc., the financial institutions from time to time that are a party thereto and Societe Generale, Southwest Agency, as the administrative agent, issuing bank and arranger (incorporated by reference to Exhibit 1 to Amendment 59 to the Schedule 13D filed on November 23, 1999 with the Securities and Exchange Commission by Tremont Corporation, Valmont Insurance Company, Valhi, Inc., Valhi Group, Inc., National City Lines, Inc., NOA, Inc., Dixie Holding Company, Dixie Rice Agricultural Corporation, Inc., Southwest Louisiana Land Company, Inc., Contran Corporation, The Combined Master Retirement Trust, the Harold Simmons Foundation, Inc. and Harold C. Simmons with respect to the common stock, par value \$0.125 per share, of NL Industries, Inc.).

Exhibit 2 First Amendment Agreement dated as of November 5, 1999 among Valhi, Inc., the financial institutions from time to time that are a party thereto and Societe Generale, Southwest Agency, as the administrative agent, issuing bank and arranger (incorporated by reference to Exhibit 2 to Amendment 60 to the Schedule 13D filed on December 14, 1999 with the Securities and Exchange Commission by Tremont Corporation, Valmont Insurance Company, Valhi, Inc., Valhi Group, Inc., National City Lines, Inc., NOA, Inc., Dixie Holding Company, Dixie Rice Agricultural Corporation, Inc., Southwest Louisiana Land Company, Inc., Contran Corporation, The Combined Master Retirement Trust, the Harold Simmons Foundation, Inc. and Harold C. Simmons with respect to the common stock, par value \$0.125 per share, of NL Industries, Inc.).

Exhibit 3* Second Amendment Agreement dated as of November 3, 2000 among Valhi, Inc., the financial institutions from time to time that are a party thereto and U.S. Bank National Association as the administrative agent, issuing bank and arranger.

* Filed herewith.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Date: October 24, 2000

/s/ Harold C. Simmons

Harold C. Simmons
Signing in the
capacities listed on
Schedule "A" attached
hereto and
incorporated herein by
reference.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Date: October 24, 2000

/s/ J. Landis Martin

J. Landis Martin
Signing in the
capacity listed on
Schedule "A" attached
hereto and
incorporated herein by
reference.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Date: October 24, 2000

/s/ Steven L. Watson

Steven L. Watson
Signing in the
capacities listed on
Schedule "A" attached
hereto and
incorporated herein by
reference.

SCHEDULE A

HAROLD C. SIMMONS, in his individual capacity and as trustee for THE COMBINED MASTER RETIREMENT TRUST.

J. LANDIS MARTIN, as president of each of:

NL INDUSTRIES, INC.

TREMONT HOLDINGS, LLC

STEVEN L. WATSON, as president or vice president of each of:

CONTRAN CORPORATION
DIXIE HOLDING COMPANY
DIXIE RICE AGRICULTURAL CORPORATION, INC.
HAROLD SIMMONS FOUNDATION, INC.
NATIONAL CITY LINES, INC.
NOA, INC.
SOUTHWEST LOUISIANA LAND COMPANY, INC.
VALHI GROUP, INC.
VALHI, INC.

Schedule B

The names of the directors and executive officers of Contran Corporation ("Contran"), Dixie Holding Company ("Dixie Holding"), Dixie Rice Agricultural Corporation, Inc. ("Dixie Rice"), the Harold Simmons Foundation, Inc. (the "Foundation"), National City Lines, Inc. ("National"), NL Industries, Inc. ("NL"), NOA, Inc. ("NOA"), Southwest Louisiana Land Company, Inc. ("Southwest"), Valhi Group, Inc. ("VGI") and Valhi, Inc. ("Valhi"), and their present principal occupations are set forth below. Except as otherwise indicated, each such person is a citizen of the United States of America and the business address of each such person is 5430 LBJ Freeway, Suite 1700, Dallas, Texas 75240.

Name	Present Principal Occupation
Susan E. Alderton (1)	Vice president, treasurer and chief financial officer of NL and Tremont Holdings, LLC ("TRE Holdings"); and a director of Tremont Corporation (the "Company").
Eugene K. Anderson	Vice president of Contran, Dixie Holding, Dixie Rice, NOA, National, Southwest, VGI and Valhi; and treasurer of the Foundation.
Thomas E. Barry (2)	Vice president for executive affairs at Southern Methodist University and professor of marketing in the Edwin L. Cox School of Business at Southern Methodist University; director of Valhi; and a director of Keystone Consolidated Industries, Inc. ("Keystone"), a manufacturer of steel rod, wire and wire products that is affiliated with Contran.
F. Murlyn Broussard (3)	Treasurer of Southwest.
Joseph S. Compofelice (4)	Director of NL and Titanium Metals Corporation, a producer of titanium metal products ("TIMET") that is affiliated with the Company.
Norman S. Edelcup (5)	Director of Valhi; and trustee of the Baron Funds, a mutual fund group.
Lisa Simmons Epstein	Director and president of the Foundation.
David B. Garten (4)	Vice president, general counsel and secretary of NL; and vice president and secretary of TRE Holdings.
Edward J. Hardin (6)	Partner of the law firm of Rogers & Hardin LLP; and a director of Valhi and CompX International Inc., a manufacturer of ergonomic computer support systems, precision ball bearing slides and security products that is affiliated with Valhi ("CompX").
Robert D. Hardy (4)	Vice president and controller of NL and TRE Holdings.
J. Mark Hollingsworth	Vice president and general counsel of Contran, Dixie Holding, Dixie Rice, NOA, National, Southwest, VGI and Valhi; and general counsel of the Foundation, CompX and The Combined Master Retirement Trust, a trust established by Valhi to permit the collective investment by master trusts that maintain the assets of certain employee benefit plans Valhi and related companies adopt (the "CMRT").
Keith A. Johnson	Controller of the Foundation.
William J. Lindquist	Director and senior vice president of Contran, Dixie Holding, NOA, National and VGI; senior vice president of Dixie Rice, Southwest and Valhi.

A. Andrew R. Louis	Secretary of Contran, CompX, Dixie Holding, Dixie Rice, NOA, National, Southwest, VGI, and Valhi.
Kelly D. Luttmer	Tax director of Contran, CompX, Dixie Holding, Dixie Rice, NOA, National, Southwest, VGI and Valhi.
J. Landis Martin (7)	President, chief executive officer and a director of NL; president of TRE Holdings; chairman of the board, president and chief executive officer of TIMET and the Company.
Andrew McCollam, Jr. (3)	President and a director of Southwest; director of Dixie Rice; and a private investor.
Harold M. Mire (8)	Vice president of Dixie Rice and Southwest.
Bobby D. O'Brien	Vice president and treasurer of Contran, Dixie Holding, Dixie Rice, NOA, National, VGI and Valhi; and vice president of Southwest.
Kenneth R. Peak (9)	President, chief executive officer and chairman of the board of Contango Oil & Gas Company, a publicly traded independent oil and gas exploration and production company; and a director of NL.
Glenn R. Simmons	Vice chairman of the board of Contran, Dixie Holding, NOA, National, VGI and Valhi; chairman of the board and chief executive officer of CompX; chairman of the board of Keystone; director and executive vice president of Southwest and Dixie Rice; and a director of NL, TIMET and the Company.
Harold C. Simmons	Chairman of the board and chief executive officer of Contran, Dixie Holding, Dixie Rice, the Foundation, NOA, National, Southwest, VGI and Valhi; chairman of the board of NL; director of the Company; and trustee and member of the trust investment committee of the CMRT.
Richard A. Smith (8)	Director and president of Dixie Rice.
Thomas P. Stafford (10)	Co-founder of Stafford, Burke and Hecker, Inc., a consulting company; director of NL, TIMET and the Company; and a director of Allied-Signal, Inc., CMI Corporation and Seagate Technologies, Inc.
Gregory M. Swalwell	Vice president and controller of Contran, Dixie Holding, NOA, National, VGI and Valhi; and vice president of Dixie Rice and Southwest.
J. Walter Tucker, Jr. (11)	President, treasurer and a director of Tucker & Branham, Inc., a mortgage banking, insurance and real estate company; vice chairman of the board of Keystone; a director of Valhi; and a member of the trust investment committee of the CMRT.
Steven L. Watson	Director and president of Contran, Dixie Holding, NOA, National, VGI and Valhi; director and executive vice president of Dixie Rice and Southwest; director, vice president and secretary of the Foundation; and a director of CompX, Keystone and TIMET.
Lawrence A. Wigdor (4)	Director and executive vice president of NL.

-
- (1) The principal business address for Ms. Alderton is 70 East 55th Street, 8th Floor, New York, New York 10022. Ms. Alderton is a citizen of the United Kingdom.
 - (2) The principal business address for Dr. Barry is Southern Methodist University, Perkins Administration Bldg. #224, Dallas, Texas 75275.
 - (3) The principal business address for Messrs. Broussard and McCollam is 402 Canal Street, Houma, Louisiana 70360.
 - (4) The principal business address for Messrs. Compofelice Garten, Hardy and Wigdor is Two Greenspoint Plaza, 16825 Northchase Drive, Suite 1200, Houston, Texas 77060.
 - (5) The principal business address for Mr. Edelcup is 244 Atlantic Isles, Sunny Isles Beach, Florida 33160.
 - (6) The principal business address for Mr. Hardin is 229 Peachtree Street, N.E., Suite 2700, Atlanta, Georgia 30303.
 - (7) The principal business address for Mr. Martin is 1999 Broadway, Suite 4300, Denver, Colorado 80202.
 - (8) The principal business address for Messrs. Mire and Smith is 600 Pasquiere Street, Gueydan, Louisiana 70542-0010.

- (9) The principal business address for Mr. Peak is 2702 Albans, Houston, Texas 77005.
- (10) The principal business address for Gen. Stafford is 1006 Cameron Street, Alexandria, Virginia 22314.
- (11) The principal business address for Mr. Tucker is 400 E. Central Boulevard, Orlando, Florida 32801.

SCHEDULE C

Based upon ownership filings with the Commission or upon information provided by the persons listed on Schedule B to this Statement, such persons may be deemed to own personally and beneficially Shares, as outlined below:

Name -----	Shares Held -----	Options Held (1) -----
Susan E. Alderton (2)	511	4,000
Eugene K. Anderson	-0-	-0-
Thomas E. Barry	-0-	-0-
F. Murlyn Broussard	-0-	-0-
Joseph S. Compofelice	-0-	-0-
Norman S. Edelcup	-0-	-0-
Lisa Simmons Epstein	298	-0-
David B. Garten	500	11,500
Edward J. Hardin	-0-	-0-
Robert D. Hardy	318	-0-
J. Mark Hollingsworth	-0-	-0-
Keith A. Johnson	100	-0-
William J. Lindquist	-0-	-0-
A. Andrew R. Louis	-0-	-0-
Kelly D. Luttmmer	-0-	-0-
J. Landis Martin (3)	150,428	60,000
Andrew McCollam, Jr.	-0-	-0-
Harold M. Mire	-0-	-0-
Bobby D. O'Brien	-0-	-0-
Kenneth R. Peak	-0-	-0-
Glenn R. Simmons	534	-0-
Harold C. Simmons (4)	3,747	-0-
Richard A. Smith	30	-0-
Thomas P. Stafford	-0-	4,000
Gregory M. Swalwell	-0-	-0-
J. Walter Tucker, Jr. (5)	875	-0-
Steven L. Watson	4,474	-0-
Lawrence A. Wigdor	-0-	-0-

- (1) Represents Shares issuable pursuant to the exercise within 60 days of the date of this Statement of stock options.
- (2) Includes 11 Shares held by the trustee for the benefit of Ms. Alderton under the NL Industries, Inc. Retirement Savings Plan (the "NL Savings Plan").

- (3) Includes (i) 520 Shares held by the trustee for the benefit of Mr. Martin under the NL Savings Plan, (ii) 1,800 Shares Mr. Martin's wife holds, (iii) 2,400 Shares the Martin Children's Trust No. II holds for which Mr. Martin is the sole trustee and (iv) 100 shares one of Mr. Martin's daughters hold.
- (4) These are Shares that Mr. Simmons' wife directly holds. Mr. Simmons may also be deemed to possess indirect beneficial ownership of the other Shares described in Item 5(a) of this Statement. Mr. Simmons disclaims beneficial ownership of all Shares, except to the extent of his vested beneficial interest in the Shares the CMRT holds.
- (5) Includes 525 Shares held by Statewide Guaranty Title Company of which Mr. Tucker owns 100% of the outstanding common stock.

Exhibit Index

- Exhibit 1 Credit Agreement dated as of November 6, 1998 among Valhi, Inc., the financial institutions from time to time that are a party thereto and Societe Generale, Southwest Agency, as the administrative agent, issuing bank and arranger (incorporated by reference to Exhibit 1 to Amendment 59 to the Schedule 13D filed on November 23, 1999 with the Securities and Exchange Commission by Tremont Corporation, Valmont Insurance Company, Valhi, Inc., Valhi Group, Inc., National City Lines, Inc., NOA, Inc., Dixie Holding Company, Dixie Rice Agricultural Corporation, Inc., Southwest Louisiana Land Company, Inc., Contran Corporation, The Combined Master Retirement Trust, the Harold Simmons Foundation, Inc. and Harold C. Simmons with respect to the common stock, par value \$0.125 per share, of NL Industries, Inc.).
- Exhibit 2 First Amendment Agreement dated as of November 5, 1999 among Valhi, Inc., the financial institutions from time to time that are a party thereto and Societe Generale, Southwest Agency, as the administrative agent, issuing bank and arranger (incorporated by reference to Exhibit 2 to Amendment 60 to the Schedule 13D filed on December 14, 1999 with the Securities and Exchange Commission by Tremont Corporation, Valmont Insurance Company, Valhi, Inc., Valhi Group, Inc., National City Lines, Inc., NOA, Inc., Dixie Holding Company, Dixie Rice Agricultural Corporation, Inc., Southwest Louisiana Land Company, Inc., Contran Corporation, The Combined Master Retirement Trust, the Harold Simmons Foundation, Inc. and Harold C. Simmons with respect to the common stock, par value \$0.125 per share, of NL Industries, Inc.).
- Exhibit 3* Second Amendment Agreement dated as of November 3, 2000 among Valhi, Inc., the financial institutions from time to time that are a party thereto and U.S. Bank National Association as the administrative agent, issuing bank and arranger. Certain exhibits, annexes and similar attachments to this Exhibit 3 have not been filed; upon request, the Reporting Persons will furnish supplementally to the Commission a copy of any omitted exhibit, annex or attachment.

* Filed herewith.

SECOND AMENDMENT AGREEMENT

This Second Amendment Agreement dated as of November 3, 2000 (this "Amendment") among the parties hereto (i) amends the Credit Agreement dated as of November 6, 1998, as amended by the First Amendment Agreement dated as of November 5, 1999 (as amended, hereinafter called the "Credit Agreement"), between Valhi, Inc., a Delaware corporation (the "Borrower"), the Banks party thereto, and the Administrative Agent and Issuing Bank named therein, and (ii) also amends the Pledge Agreement described in the Credit Agreement. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein with the meanings so defined.

WHEREAS, pursuant to Section 2.17 of the Credit Agreement the Borrower has requested that the Banks extend the Maturity Date of the Credit Agreement for a period of 364 days; and

WHEREAS, Societe Generale, Southwest Agency ("SG") has notified the Borrower and the Banks that SG has decided to exit the Credit Agreement for strategic reasons and will no longer act as the Administrative Agent for the Banks or as the Issuing Bank or as a Bank thereunder in the event the other Banks elect to renew the facility; and

WHEREAS, U.S. Bank National Association ("US Bank") has agreed to assume the responsibilities of the Administrative Agent for the Banks and to become the Issuing Bank under the Credit Agreement, and the Banks other than SG (the "Continuing Banks") have elected to renew the facility in accordance with the terms of the Credit Agreement, as amended by this Amendment;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. New Agent. The parties hereto agree that, from and after the Amendment Effective Date (as hereinafter defined), (a) SG shall no longer be a Bank or the Administrative Agent or the Issuing Bank or the Arranger under the terms of the Credit Agreement and the other Credit Documents, and (b) US Bank shall for all purposes be the Agent, the Issuing Bank, and the Arranger under the Credit Agreement and the other Credit Documents.

2. Amendment of Credit Agreement. From and after the Amendment Effective Date, the Credit Agreement is hereby amended as follows:

(a) Section 1.01. Section 1.01 is amended by:

(i) deleting the definition of "Societe Generale" in its entirety;

(ii) deleting "Societe Generale, Southwest Agency" from the definitions of the terms "Agent" and "Arranger" and substituting therefor "U.S. Bank National Association;"

(iii) deleting "Societe Generale, New York Branch" from the definition of the term "Base Rate" and substituting therefor "U.S. Bank National Association;"

(iv) deleting each other reference to "Societe Generale, Southwest Agency" or "Societe Generale" throughout the Credit Agreement (including without limitation the Exhibits thereto) and substituting therefor a reference to "U.S. Bank National Association;"

(v) deleting each reference to the address of SG throughout the Credit Agreement (including without limitation the Exhibits thereto) and substituting therefor the address of U.S. Bank as set forth below its signature on this Amendment;

(vi) deleting the date "September 16, 1998" from the definition of the term "Agent Fee Letter" and substituting therefor the date "October, 17, 2000"; and

(vi) deleting the date "November 3, 2000" from the definition of the term "Maturity Date" and substituting

therefor the date "November 2, 2001".

(b) Section 5.02. Section 5.02 is amended by adding the following new paragraph (i):

(i) Hostile Tender Offers. Commence any tender offer pursuant to Section 14(d)(1) of the Exchange Act to acquire shares of stock of a Person that would result in the Borrower obtaining a Control Percentage of such Person without either (i) the prior consent of the 100% of the Banks or (ii) the agreement of such Person.

(d) Exhibit A. Exhibit A attached to the Credit Agreement is replaced in its entirety with Exhibit A attached to this Amendment.

(e) Exhibit F. Exhibit F attached to the Credit Agreement is replaced in its entirety with Exhibit F attached to this Amendment.

(f) Annexes. Annexes I, II and III attached to the Credit Agreement are replaced in their entirety with Annexes I, II and III attached to this Amendment.

3. Pledge Agreement. From and after the Amendment Effective Date, the parties agree that US Bank shall, as successor Agent, be the holder of the liens and security interests created by the Pledge Agreement. In order to effect the intent of this transfer of liens and security interest to US Bank, as Agent from and after the Amendment Effective Date, SG and the Borrower shall notify NL Industries of such transfer of liens and security interests to US Bank with respect to the Pledged Shares issued by NL Industries, and the Borrower shall thereafter cause NL Industries, within 10 Business Days following the Amendment Effective Date, to send written notice to US Bank (i) acknowledging that such liens and security interests are held by US Bank, (ii) expressly agreeing to remit any and all dividends and distributions on account of the Pledged Shares issued by NL Industries (other than cash dividends) remitted after the Amendment Effective Date directly to US Bank, as Agent, at US Bank's address as set forth on Annex III to this Amendment, and (iii) upon receipt of any notice from US Bank, as Agent, that a Default has occurred and is continuing under the Credit Agreement, to remit all cash dividends and any and all other distributions on account of the Pledged Shares issued by NL Industries directly to US Bank, as Agent, at the same address. In addition, the Borrower and US Bank, as successor Agent and individually as the new holder of the Collateral Account referred to in the Pledge Agreement, as hereinafter amended, hereby agree that the Pledge Agreement is amended as follows (it being expressly agreed that SG and each Continuing Bank, by their signatures below, consent to such amendments and that US Bank, as the new holder of the Collateral Account, by its signature below as a continuing Bank, consents to the provisions of amended Section 7(e) of the Pledge Agreement described below):

(a) Introduction Paragraph A. Paragraph A is amended by restating such paragraph in its entirety as follows:

A. The Borrower has entered into the Credit Agreement dated as of November 6, 1998, as amended (as the same may be further amended from time to time, the "Credit Agreement"), among the Borrower, the financial institutions party thereto (the "Banks"), and U.S. Bank National Association, as the Agent, the Issuing Bank and the Arranger.

(b) Definitions. The definition of "UCC" is hereby amended by replacing each reference to "Texas" therein with a reference to "New York," and the definition of "Collateral Account" in Section 1 is restated in its entirety as follows:

"Collateral Account" means a deposit account established by the Agent with U.S. Bank National Association designated as the "Collateral Account US Bank for Valhi, Inc."

(c) Section 6. Section 6 is amended by deleting "Societe Generale, New York Branch" and substituting therefor "U.S. Bank National Association."

(d) Section 7. Paragraph (f) of Section 7 is amended by deleting "Societe Generale, New York Branch" and substituting therefor "U.S. Bank National Association," and Paragraph (e) is restated in its

entirety as follow:

(e) UCC Provisions. Each of the parties hereto agrees that, for purposes of Article 8 and Article 9 of the UCC, (i) the Collateral Account is a "securities account" (as defined in Section 8-501 of the UCC); (ii) U.S. Bank National Association is a "securities intermediary" (as defined in Section 8-102(a)(14) of the UCC) and U.S. Bank National Association's "jurisdiction" (for purposes of Section 8-110 of the UCC) is the State of New York; (iii) the Agent is the "entitlement holder" having the "security entitlements" (as such terms are defined in Section 8-102 of the UCC) with respect to all financial assets credited to the Collateral Account (and the Agent will cause U.S. Bank National Association to identify the Agent as such in its records); and (iv) all investments and instruments for the credit of the Collateral Account are to be treated as "financial assets" under Section 8-102 of the UCC. Each of the parties hereto further agrees that, for purposes of the UCC, the Borrower has granted, and hereby confirms that it has granted, to the Agent a security interest in the Collateral Account and in all interests or security entitlements of the Borrower relating to the Collateral Account.

(e) Section 19. Section 19 is restated in its entirety as follows:

This Pledge Agreement shall be construed in accordance with and governed by the laws of the State of New York, except as otherwise provided by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than New York are governed by the laws of such jurisdiction.

4. Outstanding SG Letter of Credit. The parties hereto agree as follows with respect to SG's Letter of Credit No.40820 (the "SG Letter of Credit") which was issued pursuant to the Credit Agreement before giving effect to this Amendment and remains the only Letter of Credit outstanding as of the date hereof:

(a) On or before the Amendment Effective Date, the Borrower shall deliver to SG acceptable cash collateral to secure the obligations of the Borrower in connection with the SG Letter of Credit. SG shall retain such cash collateral in its possession until the SG Letter of Credit is returned to SG for cancellation, whereupon SG shall return such cash collateral to the Borrower, plus any interest or earnings thereon. The Borrower hereby grants to SG a security interest in such cash collateral, plus any interest or earnings thereon, to secure the reimbursement obligations of the Borrower in connection with the SG Letter of Credit and agrees that SG may apply the proceeds of such cash collateral to satisfy any such obligations of the Borrower in the event there is a drawing under the SG Letter of Credit prior to its return to SG for cancellation.

(b) On or after the Amendment Effective Date, US Bank shall issue, as Issuing Bank under the Credit Agreement, as amended by this Amendment, a letter of credit for the benefit of the beneficiary of the SG Letter of Credit, in substantially the same form as the SG Letter of Credit and otherwise acceptable to the Borrower and to such beneficiary (hereinafter, the US Bank Letter of Credit), and shall deliver it to the Borrower, whereupon the Borrower shall arrange with the beneficiary of the SG Letter of Credit for such US Bank letter of Credit to be substituted for the SG Letter of Credit.

5. Replacement Notes. Each of SG, US Bank and Comerica agree to return to the Borrower, following the Amendment Effective Date, the Notes issued pursuant to the Credit Agreement in their favor, marked on their face (i) in the case of SG, "cancelled" and (ii) in the case of each of US Bank and Comerica, "replaced by note issued pursuant to Second Amendment Agreement."

6. Agreements with respect to Societe Generale. Each of the parties hereto confirms and agrees that from and after the Amendment Effective Date SG shall no longer have obligations under the Credit Agreement as Agent, Issuing Bank, Arranger or a Bank, provided however that SG shall continue to benefit from the provisions of Article VII of the Credit Agreement as to any actions taken by it while it was Agent under the Credit Agreement and the other Credit Documents. SG and each of the Banks further agree that from and after the Amendment Effective Date, no Bank other than SG shall have any continuing

obligations in respect of the SG Letter of Credit.

7. Representations and Warranties; No Default. The Borrower hereby represents and warrants to each of the parties to this Amendment that each of the representations and warranties set forth in the Credit Agreement are true and correct as of the date of this Amendment and no Default has occurred and is continuing as of the date of this Amendment.

8. Effectiveness of Amendment. This Amendment shall become effective on November 3, 2000 (the "Amendment Effective Date") provided that US Bank, acting as the new Agent, has confirmed in writing to each of the parties to this Amendment on such date that:

(a) Amendment Counterparts. US Bank has received a counterpart of this Amendment executed by each of the parties hereto,

(b) Borrower's Certificate. US Bank has received a Certificate of Secretary or Assistant Secretary of the Borrower which certifies (i) the title, authority and true signature of the officer of the Borrower executing this Amendment on behalf of the Borrower, (ii) that the Borrower's Certificate of Incorporation and Bylaws have not changed since the delivery of those certified to the Banks as of the date of the original closing of the Credit Agreement, and (iii) resolutions of the Borrower's Board of Directors authorizing the continuation of the facility provided by the Credit Agreement, as amended hereby,

(c) Form U-1. US Bank has received a Federal Reserve Form U-1 dated as of November 3, 2000 duly completed and executed by the Borrower and US Bank in its capacity as the new Agent,

(d) New Notes. US Bank has received (i) a Note payable to the order of US Bank in the principal amount of \$25,000,000, and a Note payable to the order of Comerica Bank in the principal amount of \$15,000,000, each duly executed by the Borrower and in the form of Exhibit A attached to this Amendment,

(e) SG Payoff and Cash Collateral. US Bank has received written confirmation from SG that upon SG's receipt of the Required SG Payoff Amount (as hereinafter defined), SG shall automatically thereafter hold the Pledged Shares and Stock Powers referred to in paragraph (f) below for the benefit of US Bank, as Agent under the Credit Agreement, as amended by this Amendment after giving effect thereto, and shall remit such Pledged Shares and Stock Powers to US Bank as instructed by US Bank on the Amendment Effective Date. "Required SG Payoff Amount" means an amount equal to the sum of (i) the cash collateral contemplated by Section 4 of this Amendment, for the sole benefit of SG, to secure the Borrower's obligations to SG in connection with the SG Letter of Credit, and (ii) in its capacity as Agent (prior to giving effect to this Amendment) for the ratable benefit of each Bank (prior to giving effect to this Amendment) an amount equal to the sum of (x) the aggregate outstanding amount of the Advances, together with accrued and unpaid interest thereon, and any accrued and unpaid fees or other amounts due pursuant to the Credit Agreement as of the Maturity Date (without giving effect to this Amendment).

(f) Transfer of Pledged Shares and related items. US Bank has received written confirmation from SG (i) that SG has in its possession all certificates evidencing the Pledged Shares described in the Pledge Agreement, Stock Powers with respect thereto executed by the Borrower in blank, and each supplement to the Pledge Agreement delivered to SG prior to the date of this Amendment and reflecting the addition of Pledged Shares, and (ii) that, upon the request of US Bank following the Amendment Effective Date, SG shall deliver all of such certificates Stock Powers and supplements to US Bank for holding as Agent under the terms of the Credit Documents.

9. Counterparts. This Amendment may be executed in any number of counterparts which together shall constitute an instrument.

10. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

11. ENTIRE AGREEMENT. THIS AMENDMENT AND THE CREDIT AGREEMENT AND OTHER CREDIT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT AMONG THE PARTIES PERTAINING TO

THE SUBJECT MATTER HEREOF AND THEREOF AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, UNDERTAKINGS, UNDERSTANDINGS, REPRESENTATIONS OR OTHER ARRANGEMENTS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF THE PARTIES IN CONNECTION HERewith EXCEPT TO THE EXTENT EXPRESSLY INCORPORATED OR SPECIFICALLY REFERRED TO HEREIN OR THEREIN.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

VALHI, INC.

By: _____
Name: _____
Title: _____

SOCIETE GENERALE, SOUTHWEST AGENCY

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION,
as new Administrative Agent, Issuing Bank
and Arranger

By: _____
Name: _____
Title: _____

CONTINUING BANKS:

COMERICA BANK

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

DEPARTING BANK:

By: _____
Name: _____
Title: _____

EXHIBIT A

PROMISSORY NOTE

\$ _____ [date of issuance]

For value received, the undersigned, Valhi, Inc., a Delaware corporation (the "Borrower"), hereby promises to pay to the order of (the "Bank") the principal sum of _____ and no/100 Dollars (\$) or, if less, the aggregate outstanding principal amount of the Advances (as defined in the Credit Agreement referred to below) made by the Bank to the Borrower, together with interest on the unpaid principal amount of each such Advance from the date of such Advance until such principal amount is paid in full, at such interest rates, and at such times, as are specified in the Credit Agreement.

This Note is the Promissory Note referred to in, and is entitled to the benefits of, and is subject to the terms of, the Credit Agreement dated as of November 6, 1998, as amended (as the same may be further amended or modified from time to time, the "Credit Agreement") among the Borrower, the Bank, the other financial institutions parties thereto, and U.S. Bank National Association, as the Administrative Agent (the "Agent"), the Issuing Bank, and the Arranger. Capitalized terms used in this Note that are defined in the Credit Agreement and not otherwise defined in this Note have the meanings assigned to such terms in the Credit Agreement. The Credit Agreement, among other things, (a) provides for the making of Advances by the Bank to the Borrower from time to time in an aggregate amount not to exceed at any time outstanding the Dollar amount first above mentioned and (b) contains provisions for acceleration of the maturity of this Note upon the happening of certain events stated in the Credit Agreement and for prepayments of principal prior to the maturity of this Note upon the terms and conditions specified in the Credit Agreement.

Both principal and interest are payable in lawful money of the United States of America to the Agent at 555 Southwest Oak Street, Suite 400, Portland, Oregon 97204 (or at such other location or address as may be specified by the Agent in writing to the Borrower) in same day funds. The Bank shall record all Advances and payments of principal made under this Note, but no failure of the Bank to make such recordings shall affect the Borrower's repayment obligations under this Note.

Except as specifically provided in the Credit Agreement, the Borrower hereby waives presentment, demand, protest, notice of intent to accelerate, notice of acceleration, and any other notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder of this Note shall operate as a waiver of such rights.

This Note shall be governed by and construed in accordance with the laws of the state of New York.

VALHI, INC.

By:

Name:

Title:

EXHIBIT F

FORM OF US BANK LETTER OF CREDIT APPLICATION

ANNEX I

COMMITMENTS

Comerica	\$15,000,000
USBank	\$25,000,000

Total Commitments	\$40,000,000

ANNEX II

APPLICABLE LENDING OFFICES FOR BANKS

ANNEX III

ADDRESSES FOR NOTICES