SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

X QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 - For the quarter ended September 30, 2002

OR

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

Commission file number 1-640

NL INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

New Jersey	13-5267260
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

16825 Northchase Drive, Suite 1200, Houston, Texas	77060-2544
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (281) 423-3300

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) had been subject to such filing requirements for the past 90 days. Yes X No

Number of shares of common stock outstanding on November 14, 2002: 47,682,384

NL INDUSTRIES, INC. AND SUBSIDIARIES

INDEX

	Page
PART I. FINANCIAL INFORMATION	
Item 1. Financial Statements.	
Consolidated Balance Sheets - September 30, 2002 and December 31, 2001	3-4
Consolidated Statements of Income - Three months and nine months ended September 30, 2002 and 2001	5
Consolidated Statements of Comprehensive Income - Three months and nine months ended September 30, 2002 and 2001	6
Consolidated Statement of Shareholders' Equity - Nine months ended September 30, 2002	7
Consolidated Statements of Cash Flows - Nine months ended September 30, 2002 and 2001	8-9
Notes to Consolidated Financial Statements	10-22
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	23-32
Item 4. Controls and Procedures	33
PART II. OTHER INFORMATION	
Item 1. Legal Proceedings	34-35
Item 6. Exhibits and Reports on Form 8-K	35-36

NL INDUSTRIES, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(In thousands)

ASSETS	September 30, 2002	December 31, 2001
Current assets:		
Cash and cash equivalents	$ 170,838	$ 116,037
Restricted cash equivalents	52,832	63,257
Restricted marketable debt securities	9,775	3,583
Accounts and notes receivable	158,569	125,721
Receivable from affiliates	2,601	3,698
Refundable income taxes	1,102	1,530
Inventories	170,841	231,056
Prepaid expenses	8,866	3,193
Deferred income taxes	11,461	11,011
Total current assets	586,885	559,086
Other assets:		
Marketable equity securities	44,998	45,227
Receivable from affiliate	31,900	31,650
Investment in TiO2 manufacturing joint venture	132,078	138,428
Prepaid pension cost	21,991	18,411
Restricted marketable debt securities	7,204	16,121
Restricted cash equivalents	2,525	--
Unrecognized net pension obligations	5,901	5,901
Other	22,356	6,517
Total other assets	268,953	262,255
Property and equipment:		
Land	26,861	24,579
Buildings	141,948	130,710
Machinery and equipment	602,388	537,958
Mining properties	77,910	67,649
Construction in progress	7,557	5,071
	856,664	765,967
Less accumulated depreciation and depletion	502,094	436,217
Net property and equipment	354,570	329,750
	$1,210,408	$1,151,091

NL INDUSTRIES, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS (CONTINUED)

(In thousands)

LIABILITIES AND SHAREHOLDERS' EQUITY	September 30, 2002	December 31, 2001
Current liabilities:		
Notes payable	$ --	$ 46,201
Current maturities of long-term debt	1,221	1,033
Accounts payable and accrued liabilities	144,419	176,223
Payable to affiliates	8,856	6,919
Accrued environmental costs	52,887	59,891
Income taxes	8,088	7,277
Deferred income taxes	1,832	1,530
Total current liabilities	217,303	299,074
Noncurrent liabilities:		
Long-term debt	306,524	195,465
Deferred income taxes	154,116	143,256
Accrued environmental costs	47,288	47,589
Accrued pension cost	26,149	26,985
Accrued postretirement benefits cost	27,573	29,842
Other	14,370	14,729
Total noncurrent liabilities	576,020	457,866
Minority interest	8,312	7,208
Shareholders' equity:		
Common stock	8,355	8,355
Additional paid-in capital	777,638	777,597
Retained earnings	222,722	222,722
Accumulated other comprehensive loss	(174,357)	(206,351)
Treasury stock	(425,585)	(415,380)
Total shareholders' equity	408,773	386,943
	$ 1,210,408	$ 1,151,091

Commitments and contingencies (Note 16)

NL INDUSTRIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

(In thousands, except per share data)

	Three months ended September 30,		Nine months ended September 30,	
	2002	2001	2002	2001
Revenues and other income:				
Net sales	$234,061	$206,952	$663,327	$653,117
Other income, net	4,329	6,826	17,230	27,555
	238,390	213,778	680,557	680,672
Costs and expenses:				
Cost of sales	177,521	145,945	510,021	447,167
Selling, general and administrative	39,143	30,665	106,377	92,323
Interest	7,554	6,949	22,167	20,812
	224,218	183,559	638,565	560,302
Income before income taxes and minority interest	14,172	30,219	41,992	120,370
Income tax expense	4,677	9,681	11,695	38,896
Income before minority interest	9,495	20,538	30,297	81,474
Minority interest	713	--	1,083	953
Net income	$ 8,782	$ 20,538	$ 29,214	$ 80,521
Earnings per share:				
Basic	$ .18	$ .41	$ .60	$ 1.61
Diluted	$ .18	$ .41	$ .60	$ 1.61
Weighted average shares used in the calculation of earnings per share:				
Basic	48,623	49,621	48,772	49,876
Dilutive impact of stock options	58	84	85	153
Diluted	48,681	49,705	48,857	50,029

NL INDUSTRIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(In thousands)

	Three months ended September 30,		Nine months ended September 30,	
	2002	2001	2002	2001
Net income	$ 8,782	$ 20,538	$ 29,214	$ 80,521
Other comprehensive income (loss), net of tax:				
Marketable securities adjustment:				
Unrealized holding gain (loss) arising during the period	(2,890)	(5,258)	239	(1,669)
Add: reclassification adjustment for loss included in net income	--	--	--	736
	(2,890)	(5,258)	239	(933)
Currency translation adjustment	(4,601)	13,161	31,755	(7,204)
Total other comprehensive income (loss)	(7,491)	7,903	31,994	(8,137)
Comprehensive income	$ 1,291	$ 28,441	$ 61,208	$ 72,384

NL INDUSTRIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY

Nine months ended September 30, 2002

(In thousands)

	Common stock	Additional paid-in capital	Retained earnings	Accumulated other comprehensive income (loss)			Treasury stock	Total
				Currency translation	Pension liabilities	Marketable securities		
Balance at December 31, 2001	$8,355	$ 777,597	$222,722	$(208,349)	$(6,352)	$8,350	$(415,380)	$386,943
Net income	-	-	29,214	-	-	-	-	29,214
Other comprehensive income, net of tax	-	-	-	31,755	-	239	-	31,994
Dividends	-	-	(29,214)	-	-	-	-	(29,214)
Tax benefit of stock options exercised	-	41	-	-	-	-	-	41
Treasury stock:								
Acquired (719 shares)	-	-	-	-	-	-	(10,559)	(10,559)
Reissued (29 shares)	-	-	-	-	-	-	354	354
Balance at September 30, 2002	$8,355	$ 777,638	$222,722	$(176,594)	$(6,352)	$8,589	$(425,585)	$408,773

NL INDUSTRIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Nine months ended September 30, 2002 and 2001

(In thousands)

	2002	2001
Cash flows from operating activities:		
Net income	$ 29,214	$ 80,521
Depreciation, depletion and amortization	24,590	22,335
Deferred income taxes	3,549	7,340
Distributions from TiO2 manufacturing joint venture	6,350	5,513
Litigation settlement gain, net included in restricted cash	--	(10,307)
Net losses from securities transactions	59	1,133
Insurance recoveries, net	--	(5,829)
Other, net	(4,346)	(3,082)
	59,416	97,624
Change in assets and liabilities:		
Accounts and notes receivable	(33,767)	(12,986)
Insurance receivable	11,218	(2,508)
Inventories	72,532	15,676
Prepaid expenses	(5,208)	(3,891)
Accounts payable and accrued liabilities	(49,584)	(7,872)
Income taxes	377	12,018
Other, net	13,125	(5,637)
Net cash provided by operating activities	68,109	92,424
Cash flows from investing activities:		
Capital expenditures	(18,070)	(32,391)
Acquisition of business	(9,149)	--
Loans to affiliates:		
Loans	--	(33,400)
Collections	750	500
Property damaged by fire:		
Insurance proceeds	--	10,500
Other, net	--	(2,100)
Change in restricted cash equivalents and restricted marketable debt securities, net	821	700
Other, net	848	84
Net cash used by investing activities	(24,800)	(56,107)

NL INDUSTRIES, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Nine months ended September 30, 2002 and 2001

(In thousands)

	2002	2001
Cash flows from financing activities:		
Dividends paid	$ (29,214)	$ (29,897)
Treasury stock:		
Purchased	(10,559)	(9,853)
Reissued	354	619
Indebtedness:		
Borrowings	330,800	1,437
Principal payments	(271,939)	(22,132)
Deferred financing costs	(10,590)	--
Other, net	(11)	(5)
Net cash provided (used) by financing activities	8,841	(59,831)
Cash and cash equivalents:		
Net change from:		
Operating, investing and financing activities	52,150	(23,514)
Currency translation	2,455	136
Acquisition of business	196	--
	54,801	(23,378)
Balance at beginning of period	116,037	120,378
Balance at end of period	$ 170,838	$ 97,000
Supplemental disclosures - cash paid for:		
Interest	$ 19,354	$ 14,239
Income taxes, net	7,837	19,538
Acquisition of business:		
Cash and cash equivalents	$ 196	$ --
Restricted cash	2,685	--
Goodwill and other intangible assets	9,007	--
Other noncash assets	1,259	--
Liabilities	(3,998)	--
Cash paid	$ 9,149	$ --

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - Organization and basis of presentation:

NL Industries, Inc. conducts its titanium dioxide pigments ("TiO2") operations through its wholly owned subsidiary, Kronos, Inc. ("Kronos"). At September 30, 2002, Valhi, Inc. ("Valhi") and Tremont Corporation ("Tremont"), each affiliates of Contran Corporation, held approximately 62% and 21%, respectively, of NL's outstanding common stock. At September 30, 2002, Contran and its subsidiaries held approximately 93% of Valhi's outstanding common stock, and Tremont Group, Inc. ("Tremont Group"), which is 80% owned by Valhi and 20% owned by NL, held approximately 80% of Tremont's outstanding common stock. Substantially all of Contran's outstanding voting stock is held by trusts established for the benefit of certain children and grandchildren of Harold C. Simmons, of which Mr. Simmons is sole trustee. Mr. Simmons, the Chairman of the Board of NL, Chairman of the Board and Chief Executive Officer of Contran, the Chairman of the Board of Valhi and a director of Tremont, may be deemed to control each of such companies. See Note 8.

The consolidated balance sheet of NL Industries, Inc. and Subsidiaries (collectively, the "Company") at December 31, 2001 has been condensed from the Company's audited consolidated financial statements at that date. The consolidated balance sheet at September 30, 2002 and the consolidated statements of income, comprehensive income, shareholders' equity and cash flows for the interim periods ended September 30, 2002 and 2001 have been prepared by the Company without audit. In the opinion of management all adjustments, consisting only of normal recurring adjustments, necessary to present fairly the consolidated financial position, results of operations and cash flows have been made. The results of operations for the interim periods are not necessarily indicative of the operating results for a full year or of future operations.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the U.S. ("GAAP") have been condensed or omitted. Certain prior-year amounts have been reclassified to conform to the current year presentation. The accompanying consolidated financial statements should be read in conjunction with the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2001 (the "2001 Annual Report").

The Company adopted Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets," effective January 1, 2002. Under SFAS No. 142, goodwill, including goodwill arising from the difference between the cost of an investment accounted for by the equity method and the amount of the underlying equity in net assets of such equity method investee ("equity method goodwill"), will not be amortized on a periodic basis. Instead, goodwill (other than equity method goodwill) will be subject to an impairment test to be performed at least on an annual basis, and impairment reviews may result in future periodic write-downs charged to earnings. Equity method goodwill will not be tested for impairment in accordance with SFAS No. 142; rather, the overall carrying amount of an equity method investee will continue to be reviewed for impairment in accordance with existing GAAP. There is currently no equity method goodwill associated with the Company's equity method investee. All goodwill arising in a purchase business combination (including step acquisitions) completed on or after July 1, 2001 would not be periodically amortized from the date of such combination. The Company had goodwill of $6.4 million at September 30, 2002. See Note 3.

The Company adopted SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," effective January 1, 2002. SFAS No. 144 retains the fundamental provisions of existing GAAP with respect to the recognition and measurement of long-lived asset impairment contained in SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of." However, SFAS No. 144 provides new guidance intended to address certain significant implementation issues associated with SFAS No. 121, including expanded guidance with respect to appropriate cash flows to be used to determine whether recognition of any long-lived asset impairment is required, and if required how to measure the amount of the impairment. SFAS No. 144 also requires that any net assets to be disposed of by sale to be reported at the lower of carrying value or fair value less cost to sell, and expands the reporting of discontinued operations to include any component of an entity with operations and cash flows that can be clearly distinguished from the rest of the entity. The adoption of SFAS No. 144 effective January 1, 2002 did not have a material effect on the Company's consolidated financial position, results of operations or liquidity.

The Company adopted SFAS No. 145, "Rescission of FASB Statements No. 4, 44 and 64, Amendment of FASB Statement No. 13 and Technical Corrections" effective April 1, 2002. SFAS No. 145, among other things, eliminated the prior requirement that all gains and losses from the early extinguishment of debt were to be classified as an extraordinary item. Upon adoption of SFAS No. 145, gains and losses from the early extinguishment of debt are now classified as an extraordinary item only if they meet the "unusual and infrequent" criteria contained in Accounting Principles Board Opinion ("APBO") No. 30. In addition, upon adoption of SFAS No. 145, all gains and losses from the early extinguishment of debt that had previously been classified as an extraordinary item are to be reassessed to determine if they would have met the "unusual and infrequent" criteria of APBO No. 30; any such gain or loss that would not have met the APBO No. 30 criteria are retroactively reclassified and reported as a

component of income before extraordinary item. The Company has concluded that all of its previously-recognized gains and losses from the early extinguishment of debt that occurred on or after January 1, 1998 would not have met the APBO No. 30 criteria for classification as an extraordinary item, and accordingly such previously-reported gains and losses from the early extinguishment of debt have been retroactively reclassified and reported as a component of income before extraordinary item. The effect of adoption for the nine months ended September 30, 2002 was a second-quarter 2002 reclassification of a first-quarter 2002 loss of $92,000 ($60,000, net of income tax benefit) from extraordinary item to income before extraordinary item under interest expense.

Note 2 - Earnings per share:

Basic earnings per share is based on the weighted average number of common shares outstanding during each period. Diluted earnings per share is based on the weighted average number of common shares outstanding and the dilutive impact of outstanding stock options.

Note 3 - Business combination

In January 2002 the Company acquired all of the stock and limited liability company units of EWI RE, Inc. and EWI RE, Ltd. (collectively "EWI"), respectively, for an aggregate of $9.2 million in cash, including acquisition costs of $.2 million. An entity controlled by one of Harold C. Simmons' daughters owned a majority of EWI, and a wholly owned subsidiary of Contran owned the remainder of EWI. EWI provides reinsurance brokerage services for insurance policies of the Company, its joint venture and other affiliates of Contran as well as external third-party customers. In addition, EWI is attempting to obtain new third-party customers in the future. The purchase was approved by a special committee of the Company's Board of Directors consisting of two of its directors unrelated to Contran, and the purchase price was negotiated by the special committee based upon its consideration of relevant factors, including but not limited to due diligence performed by independent consultants and an appraisal of EWI conducted by an independent third party selected by the special committee.

EWI's results of operations and cash flows are included in the Company's consolidated results of operations and cash flows beginning January 2002. The pro forma effect on the Company's results of operations in the first nine months of 2001, assuming the acquisition of EWI had occurred as of January 1, 2001, is not material. The aggregate cash purchase price of $9.2 million (including acquisition costs of $.2 million) has been allocated to the assets acquired and liabilities assumed, consisting of a definite-lived, customer list intangible asset of $2.6 million and goodwill of $6.4 million, based upon preliminary estimates of fair value. Such identifiable intangible asset and goodwill were included in other noncurrent assets at September 30, 2002. The actual allocation may be different from the preliminary allocation due to refinements in the estimates of fair values of the net assets acquired. The identifiable intangible asset will be amortized on a straight-line basis over a period of 7 years (approximately 6.3 years remaining at September 30, 2002) with no assumed residual value. Goodwill will not be amortized on a periodic basis but instead will subject to periodic impairment tests in accordance with the requirements of SFAS No. 142. See Note 1.

Note 4 - Business segment information:

The Company's operations are conducted by Kronos in one operating business segment - the production and sale of TiO2.

	Three months ended September 30, 2002	Three months ended September 30, 2001	Nine months ended September 30, 2002	Nine months ended September 30, 2001
	(In thousands)			
Net sales	$ 234,061	$ 206,952	$ 663,327	$ 653,117
Other income (expense), excluding corporate	1,558	(337)	1,242	1,673
	235,619	206,615	664,569	654,790
Cost of sales	177,521	145,945	510,021	447,167
Selling, general and administrative, excluding corporate	28,479	24,448	78,105	74,315
Operating income	29,619	36,222	76,443	133,308
Insurance recoveries, net	--	3,900	--	5,829
Income before corporate items, income taxes and minority interest	29,619	40,122	76,443	139,137
General corporate income (expense):				
Securities earnings, net	1,752	2,145	4,300	5,937
Litigation settlement gains, net and other income	1,019	1,129	5,417	14,127
Currency transaction gains (see Note 14)	--	--	6,271	--
Corporate expenses	(10,664)	(6,228)	(28,272)	(18,019)

Interest expense	(7,554)	(6,949)	(22,167)	(20,812)
Income before income taxes and minority interest	$ 14,172	$ 30,219	$ 41,992	$ 120,370

Note 5 - Accounts and notes receivable:

	September 30, 2002	December 31, 2001
	(In thousands)	
Trade receivables	$ 149,560	$ 99,989
Insurance claims receivable	287	11,505
Recoverable VAT and other receivables	11,321	16,585
Allowance for doubtful accounts	(2,599)	(2,358)
	$ 158,569	$ 125,721

Note 6 - Inventories:

	September 30, 2002	December 31, 2001
	(In thousands)	
Raw materials	$ 33,835	$ 79,162
Work in process	11,304	9,675
Finished products	96,788	117,201
Supplies	28,914	25,018
	$170,841	$231,056

Note 7 - Marketable equity securities:

	September 30, 2002	December 31, 2001
	(In thousands)	
Available-for-sale marketable equity securities:		
Unrealized gains	$ 13,133	$ 14,917
Unrealized losses	(515)	(2,070)
Cost	32,380	32,380
Aggregate fair value	$ 44,998	$ 45,227

Available-for-sale marketable equity securities are comprised substantially of affiliate equity securities. At September 30, 2002, the Company directly, or indirectly through its 20% ownership interest in Tremont Group, owned an aggregate of approximately 1,036,000 shares of Tremont with an aggregate fair value of approximately $33.2 million. Further, the Company also held 1,186,200 shares of Valhi with an aggregate fair value of approximately $11.6 million at September 30, 2002. See Note 6 of the Notes to Consolidated Financial Statements in the 2001 Annual Report.

In November 2002 Valhi and Tremont and Valhi and Tremont Group entered into definitive merger agreements pursuant to which stockholders of Tremont, other than Valhi (but including the Company) would receive 3.4 shares of Valhi common stock for each share of Tremont held (including the shares of Tremont indirectly owned by the Company through its 20% ownership interest in Tremont Group). The merger between Tremont and Valhi was approved by the board of directors of Tremont based upon the recommendation of a special committee of the Tremont board comprised of directors who are not affiliated with Valhi, is subject to customary closing conditions and will require the approval by a majority of the outstanding Tremont shares. Tremont Group, which owns approximately 80% of Tremont, has indicated that it intends to vote its shares in favor of such merger. Upon completion of the mergers, the Company would receive an aggregate of approximately 3.5 million shares of Valhi common stock in return for its shares of Tremont Group and Tremont and would account for such Valhi shares in the same manner that it accounts for the 1.2 million Valhi shares currently held by the Company (available-for-sale marketable securities). The Company would recognize gain or loss equal to the difference between the market value of the

shares of Valhi common stock received and the cost basis of the shares of Tremont Group and Tremont exchanged.

Note 8 - Receivable from affiliates:

A majority-owned subsidiary of the Company, NL Environmental Management Services, Inc. ("EMS"), loaned $13.4 million to Tremont, a related party, under a reducing revolving loan agreement ($250,000 per quarter) in the first quarter of 2001 that matured in March 2003. See Note 1. The loan was approved by special committees of the Company's and EMS' Boards of Directors. At September 30, 2002, the outstanding loan balance was $11.9 million. In October 2002 a special committee of the Company's Board of Directors approved new loan terms proposed by Tremont, whereby Tremont repaid the outstanding principal and interest balance on the EMS loan with proceeds from a new $15 million revolving loan agreement with the Company. As such, the EMS loan was extinguished and cancelled. Similar to the EMS loan, the Company's loan to Tremont bears interest at prime plus 2% (6.75% at October 23, 2002 with interest payable quarterly), and is collateralized by 10.2 million shares of NL common stock owned by Tremont. The loan is due December 31, 2004, with no principal payments required prior to that date. The maximum amount available to Tremont under the revolving loan agreement is $15 million. The creditworthiness of Tremont is dependent in part on the value of the Company as Tremont's interest in the Company is Tremont's most substantial asset. Because of such refinancing, the $11.9 million balance due from Tremont at September 30, 2002 has been classified as a noncurrent receivable from affiliate.

In May 2001 a wholly owned subsidiary of EMS loaned $20 million to the Harold C. Simmons Family Trust No. 2 ("Family Trust"), one of the trusts described in Note 1, under a $25 million revolving credit agreement. The loan was approved by special committees of the Company's and EMS' Boards of Directors. The loan bears interest at prime (4.75% at September 30, 2002), is due on demand with sixty days notice and is collateralized by 13,749 shares, or approximately 35%, of Contran's outstanding Class A voting common stock and 5,000 shares, or 100%, of Contran's Series E Cumulative preferred stock, both of which are owned by the Family Trust. The value of this collateral is dependent in part on the value of the Company as Contran's interest in the Company, through its beneficial ownership of Valhi, is one of Contran's more substantial assets. At September 30, 2002, $5 million was available for additional borrowing by the Family Trust. The loan was classified as noncurrent at September 30, 2002, as the Company does not expect to demand repayment within one year.

Note 9 - Other noncurrent assets:

	September 30, 2002	December 31, 2001
	(In thousands)	
Deferred financing costs (see Note 12)	$10,054	$ 848
Goodwill (see Note 3)	6,406	--
Intangible asset, net (see Note 3)	2,323	--
Other	3,573	5,669
	$22,356	$6,517

Note 10 - Accounts payable and accrued liabilities:

	September 30, 2002	December 31, 2001
	(In thousands)	
Accounts payable	$ 61,572	$ 99,358
Accrued liabilities:		
Employee benefits	31,156	29,722
Interest	6,545	4,980
Deferred income	1,333	4,000
Other	43,813	38,163
	82,847	76,865
	$144,419	$176,223

Note 11 - Other noncurrent liabilities:

	September 30, 2002	December 31, 2001

	(In thousands)	
Insurance claims and expenses	$ 8,408	$ 8,789
Employee benefits	3,762	3,476
Deferred income	--	333
Other	2,200	2,131
	$14,370	$14,729

Note 12 - Notes payable and long-term debt:

	September 30, 2002	December 31, 2001
	(In thousands)	
Notes payable - Kronos International, Inc. and subsidiaries	$ --	$ 46,201
Long-term debt:		
NL Industries, Inc.:		
11.75% Senior Secured Notes	$ --	$194,000
Kronos International, Inc. and subsidiaries:		
8.875% Senior Secured Notes	278,673	--
Revolving credit facility	26,993	--
Other	2,079	2,498
	307,745	196,498
Less current maturities	1,221	1,033
	$306,524	$195,465

Notes payable at December 31, 2001, consisted of (euro)27 million ($24.0 million) and NOK 200 million ($22.2 million). Notes payable totaling $53.2 million were repaid on June 28, 2002 with proceeds from the revolving credit facility and available cash and the agreements were terminated. See description of revolving credit facility below.

In June 2002 Kronos International, Inc. ("KII"), issued (euro)285 million ($280 million when issued and $279 million at September 30, 2002) principal amount of 8.875% Senior Secured Notes (the "Notes") due 2009. The Notes are collateralized by first priority liens on 65% of the common stock or other equity interests of certain of KII's first-tier subsidiaries. The Notes are issued pursuant to an indenture which contains a number of covenants and restrictions which, among other things, restricts the ability of KII and its subsidiaries to incur debt, incur liens, pay dividends or merge or consolidate with, or sell or transfer all or substantially all of their assets to another entity. In addition, the indenture contains customary cross-default provisions with respect to other debt and obligations of KII or its subsidiaries. The Notes are redeemable, at KII's option, on or after December 30, 2005 at redemption prices ranging from 104.437% of the principal amount, declining to 100% on or after December 30, 2008. In addition, on or before June 30, 2005, KII may redeem up to 35% of its Notes with the net proceeds of a qualified public equity offering at 108.875% of the principal amount. In the event of a change of control of KII, as defined, KII would be required to make an offer to purchase its Notes at 101% of the principal amount. KII would also be required to make an offer to purchase a specified portion of its Notes at par value in the event KII generates a certain amount of net proceeds from the sale of assets outside the ordinary course of business, and such net proceeds are not otherwise used for specified purposes within a specified time period. At September 30, 2002, KII was in compliance with all the covenants. The Notes require cash interest payments on June 30 and December 30, commencing on December 30, 2002. KII commenced an exchange offer on October 18, 2002 to exchange the Notes for registered publicly traded notes that have substantially identical terms as the Notes. The exchange offer ends November 18, 2002 unless extended by KII.

In March 2002 the Company redeemed $25 million principal amount of its 11.75% Senior Secured Notes due October 2003 at par value, using available cash on hand. In addition, the Company used a portion of the net proceeds from the issuance of the Notes to redeem in full the remaining $169 million principal amount of the Company's 11.75% Senior Secured Notes. In accordance with the terms of the indenture governing the 11.75% Senior Secured Notes, on June 28, 2002, the Company irrevocably placed on deposit with the trustee funds in an amount sufficient to pay in full the redemption price plus all accrued and unpaid interest due on the July 28, 2002 redemption date. Immediately thereafter, the Company was released from its obligations under such indenture, the indenture was discharged and all collateral was released to the Company. Because the Company had been released as being the primary obligor under the indenture as of June 30, 2002, the 11.75% Senior Secured Notes were derecognized as of that date along with the funds placed on deposit with the trustee to effect the July 28, 2002 redemption. The Company recognized a loss on the early extinguishment of debt of approximately $2 million in the second quarter of

2002, consisting primarily of the interest on the 11.75% Senior Secured Notes for the period from July 1 to July 28, 2002. Such loss was recognized as a component of interest expense.

In June 2002 KII's operating subsidiaries in Germany, Belgium and Norway (the "European Borrowers"), entered into a three-year (euro)80 million secured revolving credit facility ("European Credit Facility"). The European Credit Facility is available in multiple currencies, including U.S. dollars, euros and Norwegian kroner. In addition, the European Credit Facility has a (euro)5.0 million sub limit available for issuance of letters of credit. As of September 30, 2002, (euro)16.7 million ($16.3 million) and NOK 80.0 million ($10.7 million) was outstanding under the European Credit Facility and (euro)1.8 million ($1.7 million) of letters of credit were also outstanding under the European Credit Facility. At September 30, 2002, approximately (euro)51 million was available for additional borrowings. Borrowings bear interest at the applicable interbank market rate plus 1.75%. As of September 30, 2002, the interest rate was 5.07% and 8.86% on the euro and Norwegian kroner borrowings, respectively, and the weighted average interest rate was 6.57%.

The European Credit Facility is collateralized by accounts receivable and inventory of the European Borrowers, plus a limited pledge of certain other assets of the Belgian borrower. The European Credit Facility contains, among others, various restrictive covenants, including restrictions on incurring liens, asset sales, additional financial indebtedness, mergers, investments and acquisitions, transactions with affiliates and dividends. In addition, the European Credit Facility contains customary cross-default provisions with respect to other debt and obligations of the European Borrowers, KII and its other subsidiaries. The European Borrowers were in compliance with all the covenants as of September 30, 2002.

In September 2002 the Company's U.S. operating subsidiaries (the "U.S. Borrowers") entered into a three-year $50 million asset-based revolving credit facility ("U.S. Credit Facility"). Under the terms of the U.S. Credit Facility, the amount available for borrowing is based on a formula-derived borrowing base using eligible accounts receivable and eligible inventory and is subject to maintaining $5 million of minimum excess availability ("Borrowing Availability"). The maximum amount available under the U.S. Credit Facility is $45 million. As of September 30, 2002, there were no outstanding borrowings under the U.S. Credit Facility. Borrowings bear interest at either prime rate or eurodollar rates plus a margin spread based on average excess availability under the U.S. Credit Facility or certain levels of EBITDA (as defined) of the borrowers. Margin spreads range from 0.25% to 1.00% for prime rate borrowings and 2.00% to 2.75% for eurodollar rate borrowings. The U.S. Credit Facility is available for future working capital requirements and general corporate purposes of the U.S. Borrowers, including dividend distributions. The U.S. Borrowers were in compliance with all the covenants as of September 30, 2002. The U.S. Credit Facility is collateralized by accounts receivable, inventory and certain fixed assets of the U.S. Borrowers. The U.S. Credit Facility contains, among other things, various restrictive and financial covenants including restrictions on incurring liens, asset sales, mergers, and minimum EBITDA (as defined) of the U.S. Borrowers and Kronos. As of September 30, 2002, no borrowings were outstanding under the U.S. Credit Facility and Borrowing Availability was $39 million.

Deferred financing costs of $10.6 million for the Notes, the European Credit Facility and the U.S. Credit Facility are being amortized over the life of the respective agreements and are included in other noncurrent assets as of September 30, 2002.

Unused lines of credit available for borrowing under the Company's non-U.S. credit facilities approximated $51 million at September 30, 2002 (including approximately $50 million under the European Credit Facility of which approximately $3.3 million is available for letters of credit).

Note 13 - Income taxes:

The difference between the provision for income tax expense attributable to income before income taxes and minority interest and the amount that would be expected using the U.S. federal statutory income tax rate of 35% is presented below.

	Nine months ended September 30, 2002	Nine months ended September 30, 2001
	(In thousands)	
Expected tax expense	$ 14,697	$ 42,130
Non-U.S. tax rates	(3,918)	(3,451)
Incremental tax on income of companies not included in NL's consolidated U.S. federal income tax return	403	416
Valuation allowance	(1,828)	(1,343)
U.S. state income taxes	38	444
Tax contingency reserve adjustments, net	2,214	--
Other, net	89	700
Income tax expense	$ 11,695	$ 38,896

Note 14 - Other income, net:

	Three months ended September 30,		Nine months ended September 30,	
	2002	2001	2002	2001
	(In thousands)			
Securities earnings:				
Interest and dividends	$ 1,799	$ 2,145	$ 4,359	$ 7,070
Securities transactions	(47)	--	(59)	(1,133)
	1,752	2,145	4,300	5,937
Litigation settlement gains, net	5	--	2,360	10,582
Insurance recoveries, net	--	3,900	--	5,829
Currency transactions, net	648	(1,183)	5,468	98
Noncompete agreement income	1,000	1,000	3,000	3,000
Disposition of property and equipment	(146)	3	451	(416)
Trade interest income	757	611	1,312	1,680
Other, net	313	350	339	845
	$ 4,329	$ 6,826	$ 17,230	$ 27,555

Litigation settlement gains, net

In the first nine months of 2002 and 2001, the Company recognized litigation settlement gains with former insurance carrier groups of $2.4 million and $10.6 million, respectively, to settle certain insurance coverage claims related to environmental remediation. A majority of the proceeds from the 2001 settlement was transferred to special-purpose trusts established by the insurance carrier group to pay future remediation and other environmental expenditures of the Company.

Currency transactions, net

Included in currency transactions, net, as a result of the debt refinancing described in Note 12, the Company recognized a foreign currency transaction gain of $6.3 million in the second quarter of 2002 related to the extinguishment of certain intercompany indebtedness with KII.

Note 15 - Leverkusen fire and insurance claim:

A fire on March 20, 2001 damaged a section of the Company's Leverkusen, Germany 35,000 metric ton sulfate-process TiO2 plant ("Sulfate Plant") and, as a result, production of TiO2 at the Leverkusen facility was halted. The fire did not enter the Company's adjacent 125,000 metric ton chloride-process TiO2 plant ("Chloride Plant"), but did damage certain support equipment necessary to operate that plant. The damage to the support equipment resulted in a temporary shutdown of the Chloride Plant. The Chloride Plant became fully operational in April 2001 and the Sulfate Plant became approximately 50% operational in September 2001 and fully operational in late October 2001.

During the third quarter of 2001, the Company's insurance carriers approved a partial payment of $8 million ($6.8 million received as of September 30, 2001) for property damage costs and business interruption losses caused by the Leverkusen fire. Three million dollars of this payment represented partial compensation for business interruption losses which was recorded as a reduction of cost of sales to offset unallocated period costs that resulted from lost production. The remaining $5 million represented property damage recoveries against which the Company recorded $1.1 million of expense related to clean-up costs, resulting in a net gain of $3.9 million. In the first nine months of 2001, the Company's insurance carriers approved payment of $18.5 million ($17.3 million received as of September 30, 2001) for losses caused by the Leverkusen fire, including the $8 million discussed above. Eight million dollars of this payment was for business interruption losses and the remaining $10.5 million was for property damage losses against which the Company recorded $4.7 million of expenses resulting in a net gain of $5.8 million. The Company settled its insurance claim involving the Leverkusen fire during the fourth quarter of 2001 for an aggregate of $56.4 million (including amounts previously received by the Company), of which $27.3 million related to business interruption and $29.1 million related to property damages, clean-up costs and other extra expenses. The Company recognized $19.3 million of business interruption insurance proceeds in the fourth quarter of 2001, of which $16.6 million was attributable to unallocated period costs and lost margin related to the first, second and third quarters of 2001. No additional insurance recoveries related to the Leverkusen fire are expected to be received in 2002.

Note 16 - Commitments and contingencies:

For descriptions of certain legal proceedings, income tax and other commitments and contingencies related to the Company, reference is made to (i) Management's Discussion and Analysis of Financial Condition and Results of Operations, (ii) Part II, Item 1 - "Legal Proceedings," and (iii) the Company's

Quarterly Report on Form 10-Q for the quarters ended March 31, 2002 and June 30, 2002, and (iv) the 2001 Annual Report.

Note 17 - Accounting principles not yet adopted:

The Company will adopt SFAS No. 143, Accounting for Asset Retirement Obligations, no later than January 1, 2003. Under SFAS No. 143, the fair value of a liability for an asset retirement obligation covered under the scope of SFAS No. 143 would be recognized in the period in which the liability is incurred, with an offsetting increase in the carrying amount of the related long-lived asset. Over time, the liability would be accreted to its present value, and the capitalized cost would be depreciated over the useful life of the related asset. Upon settlement of the liability, an entity would either settle the obligation for its recorded amount or incur a gain or loss upon settlement. The Company is studying this newly-issued standard to determine, among other things, whether it has any asset retirement obligations which are covered under the scope of SFAS No. 143, and the effect, if any, to the Company of adopting this standard has not yet been determined.

The Company will adopt SFAS No. 146, Accounting for Costs Associated with Exit or Disposal Activities, no later than January 1, 2003 for exit or disposal activities initiated on or after the date of adoption. Under SFAS No. 146, costs associated with exit activities, as defined, that are covered by the scope of SFAS No. 146 will be recognized and measured initially at fair value, generally in the period in which the liability is incurred. Costs covered by the scope of SFAS No. 146 include termination benefits provided to employees, costs to consolidate facilities or relocate employees, and costs to terminate contracts (other than a capital lease). Under existing GAAP, a liability for such an exit cost is recognized at the date an exit plan is adopted, which may or may not be the date at which the liability has been incurred.

Note 18 - Subsequent event:

On October 22, 2002, the Company's Board of Directors declared a regular quarterly dividend of $.20 per share to shareholders of record as of December 9, 2002 to be paid on December 23, 2002. On November 14, 2002, the Company's Board of Directors declared an additional dividend of $2.50 per share to shareholders of record as of November 25, 2002 to be paid on December 5, 2002. The Company anticipates that $11.9 million of the additional dividend to be paid to Tremont would be used by Tremont to repay, in its entirety, Tremont's loan with the Company, although the revolving loan agreement would remain in effect following the repayment and would not be canceled.

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

RESULTS OF OPERATIONS

	Three months ended September 30,		% Change	Nine months ended September 30,		% Change
	2002	2001		2002	2001	
	(In millions, except percentages and metric tons)					
Net sales and operating income						
Net sales	$ 234.1	$207.0	+13%	$ 663.3	$653.1	+2%
Operating income	$ 29.6	$ 36.2	-18%	$ 76.4	$133.3	-43%
Operating income margin percentage	13%	18%		12%	20%	
TiO2 operating statistics						
Percent change in average selling price (in billing currencies)			-7%			-12%
Sales volume (metric tons in thousands)	117	103	+14%	352	311	+13%
Production volume (metric tons in thousands)	116	109	+7%	335	315	+6%

Kronos' operating income in the third quarter of 2002 decreased $6.6 million or 18% from the third quarter of 2001 due to lower average selling prices, partially offset by higher sales and production volumes. Operating income in the third quarter of 2001 included $3.0 million of business interruption insurance proceeds related to the previously reported fire at the Company's Leverkusen, Germany plant in 2001. Compared with the second quarter of 2002, operating income in the third quarter of 2002 increased 20% on higher selling prices and higher production volume, partially offset by lower sales volume.

Kronos' operating income in the first nine months of 2002 was $76.4 million and decreased $56.9 million or 43% from the first nine months of 2001 due to 12% lower average selling prices, partially offset by 13% higher sales volume and 6% higher production volume. Operating income in the first nine months of 2001 included $8.0 million of business interruption insurance proceeds.

Kronos' average selling price in billing currencies (which excludes the effects of foreign currency translation) during the third quarter of 2002 was 7% lower than the third quarter of 2001 and was 3% higher compared with the second quarter of 2002. Compared with the second quarter of 2002, selling prices in billing currencies increased in all major markets. The average selling price in billing currencies for the first nine months of 2002 was 12% lower compared with the first nine months of 2001. September 2002 selling prices were flat compared with the average selling price for the quarter; however, the Company expects fourth-quarter prices to be higher than third quarter prices as previously announced price increases continue to be implemented, but the extent to which the Company will realize such price increases will depend on economic and competitive conditions. The Company expects a lower average selling price for full-year 2002 compared to full-year 2001.

Kronos' third-quarter 2002 average selling price expressed in U.S. dollars (computed using actual foreign currency exchange rates prevailing during the respective periods) was 2% lower than the third quarter of 2001 and 8% higher than the second quarter of 2002. The September 2002 average selling price expressed in U.S. dollars was flat compared with the average selling price for the third quarter. Average selling prices expressed in U.S. dollars decreased 11% in the first nine months of 2002 compared with the first nine months of 2001.

Third-quarter 2002 sales volume increased 14% from the third quarter of 2001 and decreased 4% from the record second quarter of 2002. European and North American volumes each increased over 16% from the third quarter of 2001, while export volumes decreased 3% from third quarter 2001. Compared with the second quarter of 2002, sales volume decreased 5%, 2% and 8% in the European, North American and export markets, respectively. Sales volume in the first nine months of 2002 was 41,000 metric tons higher, or 13%, than the first nine months of 2001. Kronos believes that the sales volume increase in the first nine months of 2002 compared with the first nine months of 2001 was attributable to improving economic conditions and customer restocking inventory levels ahead of previously announced price increases and, in part, to the effects of the Leverkusen fire in 2001. While Kronos expects sales volume in the fourth quarter to be seasonally lower than third quarter 2002, fourth quarter 2002 volumes should significantly exceed fourth quarter 2001 volumes. Kronos' sales volume for full-year 2002 should be significantly higher than full-year 2001, due in part to the Leverkusen fire.

Third-quarter 2002 production volume was 7% higher than the third quarter of 2001 and increased 3% from the second quarter of 2002 with operating rates

near full capacity in the third quarter of 2002. The increase from the prior year period was due in part to lost sulfate-process production in 2001 as a result of the Leverkusen fire. Production volume in the first nine months of 2002 increased 6% compared with the first nine months of 2001. Finished goods inventory levels at the end of the third quarter decreased 2% from June 2002 levels and represented approximately two months of sales. Kronos anticipates its production volume for full-year 2002 will be higher than that of full-year 2001, due in part to the Leverkusen fire.

A fire on March 20, 2001 damaged a section of the Company's Leverkusen, Germany 35,000 metric ton sulfate-process TiO2 plant ("Sulfate Plant") and, as a result, production of TiO2 at the Leverkusen facility was halted. The fire did not enter the Company's adjacent 125,000 metric ton chloride-process TiO2 plant ("Chloride Plant"), but did damage certain support equipment necessary to operate that plant. The damage to the support equipment resulted in a temporary shutdown of the Chloride Plant. The Chloride Plant became fully operational in April 2001 and the Sulfate Plant became approximately 50% operational in September 2001 and fully operational in late October 2001.

During the third quarter of 2001, the Company's insurance carriers approved a partial payment of $8 million ($6.8 million received as of September 30, 2001) for property damage costs and business interruption losses caused by the Leverkusen fire. Three million dollars of this payment represented partial compensation for business interruption losses which was recorded as a reduction of cost of sales to offset unallocated period costs that resulted from lost production. The remaining $5 million represented property damage recoveries against which the Company recorded $1.1 million of expense related to clean-up costs, resulting in a net gain of $3.9 million. In the first nine months of 2001, the Company's insurance carriers approved payment of $18.5 ($17.3 million received as of September 30, 2001) for losses caused by the Leverkusen fire, including the $8 million discussed above. Eight million dollars of this payment was for business interruption losses and the remaining $10.5 million was for property damage losses against which the Company recorded $4.7 million of expenses resulting in a net gain of $5.8 million. The Company settled its insurance claim involving the Leverkusen fire during the fourth quarter of 2001 for an aggregate of $56.4 million (including amounts previously received by the Company), of which $27.3 million related to business interruption and $29.1 million related to property damages, clean-up costs and other extra expenses. The Company recognized $19.3 million of business interruption insurance proceeds in the fourth quarter of 2001, of which $16.6 million was attributable to unallocated period costs and lost margin related to the first, second and third quarters of 2001. No additional insurance recoveries related to the Leverkusen fire are expected to be received in 2002.

The Company believes TiO2 industry demand in the fourth quarter of 2002 should be better than TiO2 industry demand in the fourth quarter of 2001 due to worldwide economic conditions. Based on stronger than anticipated demand in the first nine months of 2002, Kronos' TiO2 sales volume in 2002 is expected to exceed Kronos' 2002 TiO2 production volume. In January 2002 Kronos announced price increases in all major markets of approximately 5% to 8% above existing December 2001 prices, a portion of which was realized in the second and third quarters. In May 2002 Kronos announced a second round of price increases in all major markets of approximately 7% to 11% above June 2002 prices. Assuming demand for TiO2 remains at reasonable levels, Kronos expects to realize a portion of the announced May 2002 price increases during the fourth quarter of 2002, but the extent to which Kronos will realize price increases will depend on economic and competitive conditions. Since TiO2 prices were declining in 2001 and the first quarter of 2002, the Company believes that its average 2002 prices will be significantly below its average 2001 prices. Overall, the Company expects its TiO2 operating income in 2002 will be significantly lower than 2001, primarily due to lower average TiO2 selling prices. The Company's expectations as to the future prospects of the Company and the TiO2 industry are based upon a number of factors beyond the Company's control, including worldwide growth of gross domestic product, competition in the marketplace, unexpected or earlier-than-expected capacity additions and technological advances. If actual developments differ from the Company's expectations, the Company's results of operations could be unfavorably affected.

Compared to the year-earlier periods, cost of sales as a percentage of net sales increased in both the third quarter and first nine months of 2002 primarily due to lower average selling prices in billing currencies, partially offset by higher production volume. Excluding the effects of foreign currency translation, which increased the Company's expenses in the third quarter and first nine months of 2002 compared to year-earlier periods, the Company's selling, general and administrative expenses, excluding corporate expenses, in the third quarter and first nine months of 2002 were slightly higher compared to the year-earlier periods primarily due to higher distribution expenses associated with higher sales volume in the 2002 periods.

A significant amount of Kronos' sales and operating costs are denominated in currencies other than the U.S. dollar. Fluctuations in the value of the U.S. dollar relative to other currencies, primarily a stronger euro compared to the U.S. dollar in the third quarter and first nine months of 2002 versus the year-earlier periods, increased the dollar value of sales in the third quarter and first nine months of 2002 by a net $14 million and $10 million, respectively, when compared to the year-earlier periods. Sales to export markets are typically denominated in U.S. dollars and a weaker U.S. dollar decreases margins on these sales at the Company's non-U.S. subsidiaries. The effect of the stronger euro on Kronos' operating costs that are not denominated in U.S. dollars increased operating costs in the third quarter and first nine months of 2002 compared to the year-earlier periods. In addition, Kronos revalued certain export trade receivables and certain monetary assets held by its subsidiaries whose functional currency is not the U.S. dollar and based on the weaker U.S. dollar reported a revaluation gain in the third quarter of 2002. As a result,

the net impact of currency exchange rate fluctuations increased operating income by $2.2 million in the third quarter of 2002 and slightly decreased operating income in the first nine months of 2002 when compared to the year-earlier periods.

General corporate

The following table sets forth certain information regarding general corporate income (expense).

	Three months ended September 30,		Difference	Nine months ended September 30,		Difference
	2002	2001		2002	2001	
	(In millions)					
Securities earnings	$ 1.8	$ 2.1	$ (.3)	$ 4.3	$ 6.0	$ (1.7)
Litigation settlement gains, net and other income	1.0	1.1	(.1)	5.4	14.1	(8.7)
Currency transaction gains	-	-	-	6.3	-	6.3
Corporate expense	(10.6)	(6.2)	(4.4)	(28.2)	(18.0)	(10.2)
Interest expense	(7.6)	(6.9)	(.7)	(22.2)	(20.8)	(1.4)
	$ (15.4)	$ (9.9)	$ (5.5)	$ (34.4)	$ (18.7)	$ (15.7)

Securities earnings in the third quarter of 2002 were comparable to the third quarter of 2001, while securities earnings for the first nine months of 2002 were $1.7 million lower compared with the first nine months of 2001, primarily due to lower average interest yields on invested funds in the first nine months of 2002. The Company expects security earnings to be lower in 2002 compared to 2001 due primarily to lower average yields.

In the first nine months of 2002 and 2001, the Company recognized litigation settlement gains with former insurance carrier groups of $2.4 million and $10.6 million, respectively, to settle certain insurance coverage claims related to environmental remediation. A majority of the proceeds from the 2001 settlement was transferred to special-purpose trusts established by the insurance carrier group to pay future remediation and other environmental expenditures of the Company. No further material settlements relating to litigation concerning environmental remediation coverages are expected.

In June 2002 Kronos International, Inc. ("KII") completed a private placement offering of (euro)285 million 8.875% Senior Secured Notes (the "Notes") due 2009. KII used the net proceeds of the Notes offering to repay certain intercompany indebtedness owed to the Company, a portion of which the Company used to redeem at par all of its outstanding 11.75% Senior Secured Notes due 2003, plus accrued interest. As a result of the refinancing, the Company recognized a foreign currency transaction gain of $6.3 million in the second quarter of 2002 related to the extinguishment of certain intercompany indebtedness. See Note 12 to the Consolidated Financial Statements.

Corporate expense in the third quarter and first nine months of 2002 increased $4.4 million and $10.2 million, respectively, from comparable 2001 periods, primarily due to higher environmental and legal expenses. Compared to the second quarter of this year, corporate expense in the third quarter of 2002 increased $3.1 million primarily due to higher legal expenses related to lead paint defense costs. The Company expects corporate expense in 2002 to be higher than the full year 2001. Furthermore, four cases regarding lead pigment are scheduled for trial in 2003 and legal expenses associated with the defense of such cases are expected to be significantly higher than 2002.

Interest expense in the third quarter of 2002 was $.7 million higher than the comparable period in 2001 primarily due to higher levels of outstanding debt, partially offset by lower interest rates. Interest expense in the second quarter of 2002 included $2.0 million related to the early extinguishment of the Company's 11.75% Senior Secured Notes, as the amount paid to extinguish the debt in June 2002 included interest for the month of July 2002. Excluding this unusual item, interest expense in the first nine months of 2002 was comparable to the year-earlier period. See Note 12 to the Consolidated Financial Statements.

Provision for income taxes

The Company reduced its deferred income tax valuation allowance by $1.8 million in the first nine months of 2002 and $1.3 million in the first nine months of 2001 primarily as a result of utilization of certain tax attributes for which the benefit had not been previously recognized under the "more-likely-than-not" recognition criteria.

Accounting principles not yet adopted

See Note 17 to the Consolidated Financial Statements.

Other

Minority interest primarily relates to the Company's majority-owned environmental management subsidiary, NL Environmental Management Services, Inc.

("EMS").

LIQUIDITY AND CAPITAL RESOURCES

The Company's consolidated cash flows from operating, investing and financing activities for the nine months ended September 30, 2002 and 2001 are presented below.

	Nine months ended September 30,	
	2002	2001
	(In millions)	
Net cash provided (used) by:		
Operating activities:		
Before changes in assets and liabilities	$59.4	$97.6
Changes in assets and liabilities	8.7	(5.2)
	68.1	92.4
Investing activities	(24.8)	(56.1)
Financing activities	8.8	(59.8)
Net cash provided (used) by operating, investing, and financing activities	$52.1	$(23.5)

Operating activities

The TiO_2 industry is cyclical and changes in economic conditions significantly affect the earnings and operating cash flows of the Company. Cash flow from operations is considered the primary source of liquidity for the Company. Changes in TiO_2 pricing, production volume and customer demand, among other things, could significantly affect the liquidity of the Company. Cash flow from operations, before changes in assets and liabilities, in the first nine months of 2002 decreased from the comparable period in 2001 primarily due to $56.9 million of lower operating income and $10.2 million of higher corporate expenses partially offset by $31 million of lower income taxes. The net cash provided by changes in the Company's inventories, receivables and payables (excluding the effect of currency translation) in the first nine months of 2002 was approximately $8 million higher than the net cash used in the first nine months of 2001 with $41 million lower inventory balances (net of raw material accruals) and the collection of $11.2 million of insurance proceeds, offset by decreases in accounts payable and accrued liabilities and increases in accounts and notes receivable in the first nine months of 2002. Inventories and accounts payable were affected by certain non-cash accruals for certain titanium ore contracts of $31.6 million and $15.3 million at December 31, 2001 and 2000, respectively. These non-cash items were reversed as raw materials were received under the contracts in the first half of 2002 and 2001, respectively.

Investing activities

Capital expenditures of $18.1 million and $32.4 million in the first nine months of 2002 and 2001, respectively, included approximately $2.6 million and $11.7 million, respectively, related to ongoing reconstruction of the Leverkusen, Germany sulfate plant. The Company expects to complete the reconstruction by December 31, 2002. In the first nine months of 2001, the Company received $10.5 million of insurance proceeds for property damage resulting from the Leverkusen fire and paid $2.1 million of expenses related to repairs and clean-up costs.

In January 2002 the Company acquired all of the stock and limited liability company units of EWI RE, Inc. and EWI RE, Ltd. (collectively "EWI"), respectively, for an aggregate of $9.2 million in cash, including capitalized acquisition costs of $.2 million. See Note 3 to the Consolidated Financial Statements.

In the first quarter of 2001, a majority-owned subsidiary of the Company, EMS, loaned $13.4 million to Tremont Corporation under a reducing revolving loan agreement. See Notes 1 and 8 to the Consolidated Financial Statements.

In May 2001 a wholly owned subsidiary of EMS loaned $20 million to the Harold C. Simmons Family Trust #2 ("Family Trust"), one of the trusts described in Note 1 to the Consolidated Financial Statements, under a new $25 million revolving credit agreement. See Note 8 to the Consolidated Financial Statements.

Financing activities

In March 2002 the Company redeemed $25 million principal amount of its 11.75% Senior Secured Notes using available cash on hand, and in June 2002 the Company redeemed the remaining $169 million principal amount of such 11.75% Senior Secured Notes using a portion of the proceeds from the June 2002 issuance of the (euro)285 million principal amount of the KII 8.875% Senior Secured Notes ($280 million when issued). Also in June 2002, KII's operating subsidiaries in Germany, Belgium and Norway entered into a new three-year (euro)80 million secured revolving credit facility ("European Credit Facility") and borrowed

(euro)13 million ($13 million) and NOK 200 million ($26 million) which, along with available cash, was used to repay and terminate KII's short term notes payable ($53.2 million when repaid). In the third quarter of 2002, the Company repaid a net euro-equivalent 12.7 million ($12.4 million when repaid) of the European Credit Facility. See Note 12 to the Consolidated Financial Statements.

In September 2002 the Company's U.S. operating subsidiaries entered into a three-year $50 million asset-based revolving credit facility ("U.S. Credit Facility"). As of September 30, 2002, no borrowings were outstanding under the U.S. Credit Facility and Borrowing Availability was $39 million. See Note 12 to the Consolidated Financial Statements.

Deferred financing costs of $10.6 million for the Notes, the European Credit Facility and the U.S. Credit Facility are being amortized over the life of the respective agreements and are included in other noncurrent assets as of September 30, 2002.

In the third quarter of 2002, the Company paid a regular quarterly dividend to shareholders of $.20 per share, aggregating $9.7 million. Dividends paid during the first nine months of 2002 totaled $.60 per share, or $29.2 million. On October 22, 2002, the Company's Board of Directors declared a regular quarterly dividend of $.20 per share to shareholders of record as of December 9, 2002 to be paid on December 23, 2002. On November 14, 2002, the Company's Board of Directors declared an additional dividend of $2.50 per share to shareholders of record as of November 25, 2002 to be paid on December 5, 2002. The Company anticipates that $11.9 million of the additional dividend to be paid to Tremont would be used by Tremont to repay, in its entirety, Tremont's loan with the Company, although the revolving loan agreement would remain in effect following the repayment and would not be canceled. See Note 8 to the Consolidated Financial Statements.

Pursuant to its share repurchase program, the Company purchased approximately 491,000 shares of its common stock in the open market at an aggregate cost of $7.3 million in the third quarter of 2002 and 719,000 shares at an aggregate cost of $10.6 million in the first nine months of 2002. Approximately 488,000 additional shares are available for purchase under the Company's repurchase program at September 30, 2002. In October 2002 the Company's Board of Directors authorized the purchase of up to an additional 1.5 million shares. Through November 13, 2002, the Company purchased 664,300 shares of its common stock in the open market at an aggregate cost of $10.2 million. Approximately 1.3 million additional shares are available for purchase under the Company's repurchase program at November 14, 2002. The available shares may be purchased over an unspecified period of time and, depending on market conditions, applicable legal requirements, available cash and other factors, the share repurchase program may be suspended at any time and could be terminated prior to completion. The repurchased shares are to be held as treasury shares available for general corporate purposes.

Cash, cash equivalents, restricted cash and restricted marketable debt securities and borrowing availability

At September 30, 2002, the Company had cash and cash equivalents aggregating $171 million ($22 million held by non-U.S. subsidiaries) and an additional $72 million of restricted cash equivalents and restricted marketable debt securities held by the Company, of which $10 million was classified as a noncurrent asset. Certain of the Company's subsidiaries had approximately $90 million available for borrowing at September 30, 2002 with approximately $51 million under non-U.S. credit facilities (including approximately $50 million under the European Credit Facility) and approximately $39 million under the U.S. Credit Facility (based on Borrowing Availability).

Income tax contingencies

Certain of the Company's tax returns in various U.S. and non-U.S. jurisdictions are being examined and tax authorities have proposed or may propose tax deficiencies, including penalties and interest.

The Company's and EMS' 1998 U.S. federal income tax returns are currently being examined by the U.S. Internal Revenue Service ("IRS"), and the Company and EMS have each granted extensions of the statute of limitations for assessment of such returns until September 30, 2003. Based upon the course of the examination to date, the Company anticipates that the IRS may propose a substantial tax deficiency.

The Company has received preliminary tax assessments for the years 1991 to 1997 from the Belgian tax authorities proposing tax deficiencies, including related interest, of approximately (euro)10.4 million ($10.2 million at September 30, 2002). The Company has filed protests to the assessments for the years 1991 to 1997. The Company is in discussions with the Belgian tax authorities and believes that a significant portion of the assessments is without merit.

No assurance can be given that the Company's tax matters will be favorably resolved due to the inherent uncertainties involved in court and tax proceedings. The Company believes that it has provided adequate accruals for additional taxes and related interest expense which may ultimately result from all such examinations and believes that the ultimate disposition of such examinations should not have a material adverse effect on the Company's consolidated financial position, results of operations or liquidity.

At September 30, 2002, the Company had net deferred tax liabilities of $143 million. The Company operates in numerous tax jurisdictions, in certain of which it has temporary differences that net to deferred tax assets (before valuation allowance). The Company has provided a deferred tax valuation allowance of $177

million at September 30, 2002, principally related to Germany, partially offsetting deferred tax assets which the Company believes do not currently meet the "more-likely-than-not" recognition criteria.

At September 30, 2002, NL had the equivalent of approximately $371 million of income tax loss carryforwards in Germany with no expiration date. However, NL has provided a deferred tax valuation allowance against substantially all of these income tax loss carryforwards because NL currently believes they do not meet the "more-likely-than-not" recognition criteria. The German federal government has proposed certain changes to its income tax law, including certain changes that would impose limitations on utilization of income tax loss carryforwards, that as proposed would become effective January 1, 2003. Since NL has provided a deferred income tax asset valuation allowance against substantially all of these German tax loss carryforwards, any limitation on NL's ability to utilize such carryforwards resulting from enactment of any of these proposals would not have a material impact on NL's net deferred income tax liability. However, if enacted, the proposed changes could have a material impact on NL's ability to fully utilize its German income tax loss carryforwards, which would significantly affect the Company's future income tax expense and future German income tax payments. NL does not currently expect any enactment of these proposals would occur prior to January 1, 2003.

Environmental matters and litigation

The Company has been named as a defendant, potentially responsible party ("PRP"), or both, in a number of legal proceedings associated with environmental matters, including waste disposal sites, mining locations and facilities currently or previously owned, operated or used by the Company, certain of which are on the U.S. Environmental Protection Agency's (the "U.S. EPA") Superfund National Priorities List or similar state lists. On a quarterly basis, the Company evaluates the potential range of its liability at sites where it has been named as a PRP or defendant, including sites for which EMS has contractually assumed the Company's obligation. The Company believes it has adequate accruals ($100 million at September 30, 2002) for reasonably estimable costs of such matters, but the Company's ultimate liability may be affected by a number of factors, including changes in remedial alternatives and costs, and the allocations of such costs among PRPs. It is not possible to estimate the range of costs for certain sites. The upper end of the range of reasonably possible costs to the Company for sites for which it is possible to estimate costs is approximately $140 million. The Company's estimates of such liabilities have not been discounted to present value. No assurance can be given that actual costs will not exceed either accrued amounts or the upper end of the range for sites for which estimates have been made, and no assurance can be given that costs will not be incurred with respect to sites as to which no estimate presently can be made. The imposition of more stringent standards or requirements under environmental laws or regulations, new developments or changes with respect to site cleanup costs, or the allocation of such costs among PRPs, or a determination that the Company is potentially responsible for the release of hazardous substances at other sites, could result in expenditures in excess of amounts currently estimated by the Company to be required for such matters. Furthermore, in view of the Company's historical operations, the Company expects that additional environmental matters will arise in the future.

Lead pigment litigation

The Company is also a defendant in a number of legal proceedings seeking damages for personal injury and property damage arising out of the sale of lead pigments and lead-based paints. There is no assurance that the Company will not incur future liability in respect of this pending litigation in view of the inherent uncertainties involved in court and jury rulings in pending and possible future cases. However, based on, among other things, the results of such litigation to date, the Company believes that the pending lead pigment and paint litigation is without merit. The Company has not accrued any amounts for such pending litigation. Liability that may result, if any, cannot reasonably be estimated. In addition, various legislation and administrative regulations have, from time to time, been enacted or proposed that seek to (a) impose various obligations on present and former manufacturers of lead pigment and lead-based paint with respect to asserted health concerns associated with the use of such products and (b) effectively overturn the precedent set by court decisions in which the Company and other pigment manufacturers have been successful. Examples of such proposed legislation include bills which would permit civil liability for damages on the basis of market share, rather than requiring plaintiffs to prove that the defendant's product caused the alleged damage, and bills which would revive actions barred by the statute of limitations. The Company currently believes the disposition of all claims and disputes, individually and in the aggregate, should not have a material adverse effect on the Company's consolidated financial position, results of operations or liquidity. The Company expects that additional lead pigment and lead-based paint litigation may be filed against the Company in the future asserting similar or different legal theories and seeking similar or different types of damages and relief. See Item 1- "Legal Proceedings."

Other

The Company periodically evaluates its liquidity requirements, alternative uses of capital, capital needs and availability of resources in view of, among other things, its debt service and capital expenditure requirements and estimated future operating cash flows. As a result of this process, the Company in the past has sought, and in the future may seek, to reduce, refinance, repurchase or restructure indebtedness; raise additional capital; repurchase shares of its common stock; modify its dividend policy; restructure ownership interests; sell interests in subsidiaries or other assets; or take a combination of such steps or other steps to manage its liquidity and capital resources. In the normal course of its business, the Company may review opportunities for the

acquisition, divestiture, joint venture or other business combinations in the chemicals or other industries, as well as the acquisition of interests in, and loans to, related companies. In the event of any acquisition or joint venture transaction, the Company may consider using available cash, issuing equity securities or increasing its indebtedness to the extent permitted by the agreements governing the Company's existing debt.

Special note regarding forward-looking statements

The statements contained in this Report on Form 10-Q ("Quarterly Report") which are not historical facts, including, but not limited to, statements found under the captions "Results of Operations" and "Liquidity and Capital Resources" above, are forward-looking statements that represent management's beliefs and assumptions based on currently available information. Forward-looking statements can be identified by the use of words such as "believes," "intends," "may," "will," "should," "could," "anticipates," "expects," or comparable terminology or by discussions of strategy or trends. Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, it cannot give any assurances that these expectations will prove to be correct. Such statements by their nature involve risks and uncertainties, including, but not limited to, the cyclicality of the titanium dioxide industry, global economic and political conditions, global productive capacity, customer inventory levels, changes in product pricing, changes in product costing, changes in foreign currency exchange rates, competitive technology positions, operating interruptions (including, but not limited to, labor disputes, leaks, fires, explosions, unscheduled downtime, transportation interruptions, war and terrorist activities), the ultimate resolution of pending or possible future lead pigment litigation and legislative developments related to the lead paint litigation, the outcome of other litigation, and other risks and uncertainties included in this Quarterly Report and in the 2001 Annual Report, and the uncertainties set forth from time to time in the Company's filings with the Securities and Exchange Commission. Should one or more of these risks materialize (or the consequences of such a development worsen), or should the underlying assumptions prove incorrect, actual results could differ materially from those forecasted or expected. The Company disclaims any intention or obligation to update publicly or revise such statements whether as a result of new information, future events or otherwise.

CONTROLS AND PROCEDURES

The Company maintains a system of disclosure controls and procedures. The term "disclosure controls and procedures," as defined by regulations of the Securities and Exchange Commission ("SEC"), means controls and other procedures that are designed to ensure that information required to be disclosed in the reports that the Company files or submits to the SEC under the Securities Exchange Act of 1934, as amended (the "Act"), is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in the reports that it files or submits to the SEC under the Act is accumulated and communicated to the Company's management, including its principal executive officer and its principal financial officer, as appropriate to allow timely decisions to be made regarding required disclosure. Each of J. Landis Martin, the Company's Chief Executive Officer, and Robert D. Hardy, the Company's Chief Financial Officer, have evaluated the Company's disclosure controls and procedures as of a date within 90 days of the filing date of this Form 10-Q. Based upon their evaluation, these executive officers have concluded that the Company's disclosure controls and procedures are effective as of the date of such evaluation.

The Company also maintains a system of internal controls. The term "internal controls," as defined by the American Institute of Certified Public Accountants' Codification of Statement on Auditing Standards, AU Section 319, means controls and other procedures designed to provide reasonable assurance regarding the achievement of objectives in the reliability of the Company's financial reporting, the effectiveness and efficiency of the Company's operations and the Company's compliance with applicable laws and regulations. There have been no significant changes in the Company's internal controls or in other factors that could significantly affect such controls subsequent to the date of their last evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Reference is made to the 2001 Annual Report and the Company's Quarterly Report on Form 10-Q for the quarters ended March 31, 2002 and June 30, 2002 for descriptions of certain previously reported legal proceedings.

In September 2002 the Company was served with a complaint, City of Chicago v. American Cyanamid, et al. (Circuit Court of Cook County, Illinois, No. 02CH16212). The City of Chicago seeks damages to abate lead paint in a single-count complaint alleging public nuisance against the Company and seven other former manufacturers of lead pigment. The time to respond to the complaint has not yet occurred.

In October 2002 the Company was served with a complaint, Walters v. NL Industries, et al. (Kings County Supreme Court, New York, No. 28087/2002). A single individual seeks compensatory and punitive damages from the Company and five other former manufacturers of lead pigment for childhood exposures to lead paint. The complaint alleges causes of action in negligence and strict product liability and seeks joint and several liability with claims of civil conspiracy, concert of action, enterprise liability, and market share or alternative liability. The time to respond to the complaint has not yet occurred.

In re Lead Paint Litigation (Superior Court of New Jersey, Law Division, Middlesex County Civil Action Docket No. Mid-L-2754-01, Case Code 247). In November 2002 the Court entered an order dismissing this previously reported case with prejudice. The time for the filing of an appeal has not run.

Jefferson County School District v. Lead Industries Association, et al. (District Court of Jefferson County, Mississippi, Case No. 2001-69). In November 2002 plaintiffs agreed to voluntarily dismiss with prejudice this previously reported case.

El Paso Independent School District v. Lead Industries Association, et al. (District Court of El Paso County, Texas, No. 2002-2675). In November 2002 the plaintiff in this previously reported case dismissed its case without prejudice.

State of Rhode Island v. Lead Industries Association, et al. (Superior Court of Rhode Island, No. 99-5226). Trial began in phase I of this previously reported case before a Rhode Island state court jury on September 4, 2002. On October 29, 2002 the trial judge declared a mistrial in the case when the jury was unable to reach a verdict on the question of whether lead pigment in paint on Rhode Island buildings is a public nuisance. No date has been set for any further proceedings, including any possible retrial of the public nuisance issue. Other claims made by the Attorney General, including violation of the Rhode Island Unfair Trade Practices and Consumer Protection Act, strict liability, negligence, negligent and fraudulent misrepresentation, civil conspiracy, indemnity, and unjust enrichment remain pending and were not the subject of this trial. Post trial motions by plaintiff and defendants for judgment notwithstanding the mistrial are pending.

Gaines, et al., v. The Sherwin-Williams Company, et al. (Circuit Court of Jefferson County, Mississippi, Civil Action No. 2000-0604). In October 2002 plaintiffs voluntarily dismissed the Company with prejudice in this previously reported case.

Borden, et al. v. The Sherwin-Williams Company, et al. (Circuit Court of Jefferson County, Mississippi, Civil Action No. 2000-587). In October 2002 the court set a June 2003 trial date in this previously reported case.

Spring Branch Independent School District v. Lead Industries Association, et al. (District Court of Harris County, Texas, No. 2000-31175) . Plaintiff has filed an appeal of the grant of summary judgment in favor of the Company in this previously reported case.

In the previously reported cases of Houston Independent School District, Harris County, Brownsville Independent School District, and Liberty Independent School District, pending in various Texas state courts, each court has entered an order abating, or staying, the case pending the result of the appeal in the Spring Branch Independent School District case.

The Company expects that additional lead pigment and lead-based paint litigation may be filed against the Company in the future asserting similar or different legal theories and seeking similar or different types of damages and relief.

Since the filing of the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002, the Company has been named as a defendant in asbestos and/or silica cases in various jurisdictions brought on behalf of approximately 2,700 additional personal injury claimants. Included in the foregoing total is one case in Mississippi state court involving approximately 2,100 plaintiffs (Jones v. A. O. Smith, et al., Circuit Court, First Judicial District, Jasper County, Mississippi, Civil Action No. 12-0148). The Company anticipates that various of these cases will be set for trial from time-to-time for the foreseeable future. In addition, cases on behalf of approximately 2,500 such personal injury plaintiffs have been dismissed or settled for immaterial amounts.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

10.1 Agreement between Sachtleben Chemie GmbH and Kronos Titan-GmbH effective December 30, 1986, incorporated by reference to Exhibit 10.1 of KII's Quarterly Report on Form 10-Q (File No. 333-100047) for the quarter ended September 30, 2002.

10.2 Supplementary Agreement to the Agreement of December 30, 1986 between Sachtleben Chemie GmbH and Kronos Titan-GmbH dated May 3, 1996, incorporated by reference to Exhibit 10.2 of KII's Quarterly Report on Form 10-Q (File No. 333-100047) for the quarter ended September 30, 2002.

10.3 Second Supplementary Agreement to the Contract dated December 30, 1986 between Sachtleben Chemie GmbH and Kronos Titan-GmbH dated January 8, 2002, incorporated by reference to Exhibit 10.3 of KII's Quarterly Report on Form 10-Q (File No. 333-100047) for the quarter ended September 30, 2002.

10.4 Revolving Loan Note Agreement dated October 22, 2002 with Tremont Corporation as Maker and NL Industries, Inc. as Payee.

10.5 Security Agreement dated October 22, 2002 by and between Tremont Corporation and NL Industries, Inc.

99.1 Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

99.2 Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

(b) Reports on Form 8-K

Reports on Form 8-K for the quarter ended September 30, 2002 through the date of this report:

September 9, 2002 - reported Item 9.

September 26, 2002 - reported Item 5.

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.

NL INDUSTRIES, INC.
(Registrant)

Date: November 14, 2002

By /s/ Robert D. Hardy

Robert D. Hardy
Principal Financial and Accounting Officer

CERTIFICATIONS

I, J. Landis Martin, the Chief Executive Officer of NL Industries, Inc., certify that:

1) I have reviewed this quarterly report on Form 10-Q of NL Industries, Inc.

2) Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3) Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4) The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:

   a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

   b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

   c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5) The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6) The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: November 14, 2002

/s/ J. Landis Martin
- ---------------------------
J. Landis Martin
Chief Executive Officer

CERTIFICATIONS

I, Robert D. Hardy, the Chief Financial Officer of NL Industries, Inc., certify that:

1) I have reviewed this quarterly report on Form 10-Q of NL Industries, Inc.

2) Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3) Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4) The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:

   a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

   b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and

   c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5) The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6) The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: November 14, 2002

/s/ Robert D. Hardy
- ---------------------------
Robert D. Hardy
Chief Financial Officer

EXHIBIT 10.4

REVOLVING LOAN NOTE

$15,000,000 October 22, 2002

FOR VALUE RECEIVED, the undersigned, Tremont Corporation, a Delaware corporation ("Maker"), promises to pay, on or before December 31, 2004 (the "Maturity Date"), to the order of NL Industries, Inc., a New Jersey corporation ("Payee") or any subsequent holder, at its offices at 16825 Northchase Drive, Suite 1200, Houston TX 77060, or such other place designated by holder in writing, the principal sum of FIFTEEN MILLION ($15,000,000), or such lesser amount as shall equal the aggregate principal amount of all revolving loans made to Maker by Payee hereunder (the "Revolving Loans"), together with interest from the date hereof on the unpaid balance of this Note as it may exist from time to time at the rate (herein called the "Applicable Rate") of prime plus two percent per annum, determined at the beginning of each calendar quarter, and in no event shall the Applicable Rate exceed the maximum interest rate permitted to be charged from time to time under applicable law (herein called the "Maximum Rate"). Accrued interest on the unpaid principal of this Note shall be computed on the basis of a 360-day year applied to the actual number of days in each calendar month and shall be payable on the last business day of each calendar quarter. The Applicable Rate shall be determined based upon the published prime rate. Notwithstanding the foregoing, if at any time the Applicable Rate exceeds the Maximum Rate, the rate of interest payable under this Note shall be limited to the Maximum Rate as provided above.

Subject to the terms and conditions set forth in this Note, Payee shall make Revolving Loans to Maker at any time and from time to time from the date of this Note until the Maturity Date, in an aggregate principal amount not to exceed at any one time the Maximum Revolving Loan Amount (as defined below) at such time. Revolving Loans made under this Note shall be in an integral multiple of $200,000 and shall be wired by Payee to the account of Maker requested by Maker prior to 3:00 p.m., New York time, on the date proposed by Maker. Maker shall give Payee irrevocable written notice of all proposed Revolving Loans not later than three business days prior to the proposed borrowing (a "Borrowing Notice"). Such Borrowing Notice shall specify the aggregate principal amount of the Revolving Loan that Maker is requesting Payee to make and the requested effective date of the proposed Revolving Loan, and shall contain Maker's certification that no default exists, no default would, solely with the passage of time, exist and that no default would exist after giving effect to the requested Revolving Loan. Each Revolving Loan shall bear interest on the outstanding principal balance thereof from the date such Revolving Loan is made at the Applicable Rate. The "Maximum Revolving Loan Amount" shall mean Fifteen Million Dollars ($15,000,000), subject to reduction in accordance with the provisions of this Note.

Maker shall pay Payee on the last business day of each calendar quarter beginning on December 31, 2002 and simultaneously with the payment in full of this Note, in immediately available funds, a revolving loan commitment fee (the "Fee") equal to 1/2 of 1% per annum on the average unused amount of the Maximum

Revolving Loan Amount during such quarter (or, if the Fee is being calculated for a period other than a quarter, during such period). Such Fee shall be computed on the basis of the actual number of days elapsed over a year of 360 days. Such Fee shall commence on the date of this Note and cease to accrue on the termination of Payee's commitment to make Revolving Loans.

Maker shall have the right at any time, in its sole discretion and upon not less than 10 days written notice to Payee, to further permanently reduce or terminate the Maximum Revolving Loan Amount, provided, however, that each partial reduction thereof shall be in an integral multiple of $250,000. Any reduction of the Maximum Revolving Loan Amount shall be accompanied by payment in full of any principal over the Maximum Revolving Loan Amount plus accrued interest and accrued Fee computed as provided in the previous paragraph.

The principal balance of this Note may be prepaid and discharged in whole or in part by Maker at any time and from time to time, without premium, penalty or fee. Notwithstanding the prior sentence, all interest that is accrued and unpaid with respect to the prepaid principal amount and the Fee accrued and unpaid with respect to the unpaid Maximum Revolving Loan Amount shall be paid at the time of the prepayment.

The Maker, signers, sureties, guarantors and endorsers of this Note, jointly and severally, except as otherwise expressly set forth herein, waive demand, presentment, notice of nonpayment or dishonor, diligence in collecting, grace, notice of any protest, and consent to all extensions for any periods of time and partial payments, before or after maturity.

If this Note is not paid at maturity, howsoever such maturity may be brought about, and the same is placed in the hands of an attorney for collection, or if this Note is collected by suit or through bankruptcy, probate or other legal proceedings, Maker agrees to pay holder's costs of collection, when incurred, including reasonable attorney's fees.

No delay in the payments to holder or in the exercise of any power or right under this Note, or under any instrument securing payment hereof or executed in connection herewith, shall operate as a waiver thereof, nor shall a

single or partial exercise of any power or right preclude other or further exercise thereof or exercise of any other power or right.

Payment of the indebtedness evidenced by this Note is secured by the security interests established by a Security Agreement dated as of the date of this Note executed by the Maker and Payee covering certain securities owned by Maker (the "Security Documents").

If at any time the Payee shall notify the Maker that a Collateral Deficiency (as hereinafter defined) exits, then within 5 days of its receipt of such notice, the Maker shall, at its option, do one of the following:

(a) prepay principal amounts outstanding under this Note, together with accrued and unpaid interest on such principal amount to the date of prepayment, so that immediately following such prepayment no Collateral Deficiency exists, or

(b) provide the Payee with additional collateral under the Security Documents reasonably acceptable to the Payee so that immediately following delivery of such additional collateral no Collateral Deficiency exists.

In the event a Collateral Deficiency occurs, Payee's commitment to make further Revolving Loans shall be terminated without notice, at the option of the Payee, until such time as no Collateral Deficiency shall exist.

For purposes of this Note, (a) a Collateral Deficiency exists at any time when the outstanding principal amount together with accrued and unpaid interest on the Note and the Fee exceeds 20% of the Collateral Value, (b) Collateral Value shall mean the Current Market Value of all securities pledged under the Security Documents, and (c) Current Market Value shall mean the most recent closing price of any security pledged under the Security Documents on the New York Stock Exchange or any other nationally recognized securities exchange, or if such security is not listed on a national securities exchange, the closing price of such security as reported on the National Association of Securities Dealers Automated Quotation System ("NASDAQ"), or, if applicable, the average of the closing bid and ask quotation for such security as reported on the NASDAQ.

The term default shall include any or all of the following:

(a) The assignment, voluntary or involuntary conveyance of legal or beneficial interest, mortgage, pledge or grant of a security interest in any of the Collateral (as defined in the Security Documents); or

(b) The filing or issuance of a notice of any lien, warrant for distraint or notice of levy for taxes or assessment against the Collateral (except for those which are being contested in good faith and for which adequate reserves have been created); or

(c) Maker's nonpayment of any installment of principal, interest or the Fee under this Note; or

(d) The adjudication of Maker as bankrupt, or the taking of any voluntary action by Maker or any involuntary action against Maker seeking an adjudication of Maker as bankrupt, or seeking relief by or against Maker under any provision of the Bankruptcy Code, or seeking liquidation or dissolution of Maker;

(e) Maker failing to comply with any other covenant in this Note or in the Security Documents;

(f) Maker's default in any payment (regardless of amount) of principal of or interest on any other indebtedness for borrowed money; or

(g) Maker's default in the observance or performance of any other agreement or condition relating to any such other indebtedness for

borrowed money or contained in any instrument evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder of the indebtedness to cause, such other indebtedness for borrowed money to become due prior to its stated maturity.

An "Event of Default" shall be deemed to have occurred immediately upon any default described in clause (d) or (g) above, if any default described in clauses (c) or (f) above is not cured within 5 days, and if any default described in clauses (a), (b), or (e) is not cured within 30 days after written notice from Payee to Maker.

If an Event of Default has occurred and is continuing, the entire principal balance and accrued interest owing hereof shall at once become due and payable and Payee's commitment to make Revolving Loans shall be terminated without notice, at the option of the Payee, and the property covered by the Security Documents shall be subject to foreclosure under the Security Documents and applicable law. Failure to exercise this option shall not constitute a waiver of the right to exercise the same subsequently or in the event of any subsequent default. If any payment, including interest or principal, required to be made under this Note is not made when due, interest on the overdue sum shall accrue at a rate of prime plus four percent.

The proceeds of this Note shall be used (i) first, to repay all amounts owed by Maker to NL Environmental Management Services, Inc. pursuant to the Revolving Loan Note of Maker dated as of February 9, 2001, and (ii) second, for working capital or other purposes, as determined by Maker.

So long as the Note shall remain unpaid, the Maker shall furnish to the Payee:

(a) as soon as available and in any event not later than 45 days after the end of each of the first three quarters of each fiscal year of the Maker, the consolidated balance sheet of the Maker as of the end of such quarter and the consolidated statements of income and retained earnings and cash flows of the Maker for the period commencing at the end of the previous year and ending with the end of such quarter, all in reasonable detail and duly certified with respect to such consolidated statements (subject to year-end adjustments) by an officer of the Maker as having been prepared in accordance with generally accepted accounting principles;

(b) as soon as available and in any event not later than 90 days after the end of each fiscal year of the Maker, a copy of the annual audit report for such year for the Maker, including therein consolidated balance sheets of the Maker as of the end of such fiscal year and consolidated statements of income and retained earnings and of cash flows of the Maker for such fiscal year, in each case certified by PricewaterhouseCoopers LLP or other independent certified public accountants of recognized standing reasonably acceptable to Payee.

This Note shall be construed in accordance with the laws of the State of New Jersey and the laws of the United States applicable to transactions in New Jersey.

IN WITNESS WHEREOF, the undersigned Maker has executed this Note as of the 22 day of October, 2002.

Tremont Corporation

By: /s/ Mark A. Wallace

Its: Vice President

Acknowledged and agreed to by the undersigned:

NL Industries, Inc.

By: /s/ Robert D. Hardy

Its: Vice President

58135

SCHEDULE OF REVOLVING LOANS

Type of Transaction (Loan or Payment)	Date	Amount

EXHIBIT 10.5

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement"), dated this 22nd day of October, 2002, by and between Tremont Corporation, a Delaware Corporation (hereinafter called "Tremont"), whose principal office is at 1999 Broadway, Suite 4300, Denver, Colorado 80202 and NL Industries, Inc., a New Jersey Corporation (the "Secured Party"), in its capacity as the holder of the Note (as defined below).

Section 1. Security Interest. For value received, Tremont hereby grants to Secured Party, upon the terms and conditions of this Agreement, a security interest in and to any and all present or future rights of Tremont in and to 10,215,541 shares of the Secured Party's common stock, par value of $1.25 per share (the "Pledged Shares"). As used in this Agreement, the "Collateral" shall include the Pledged Shares together with any and all products and proceeds of the Pledged Shares, including, without limitation, all dividends, cash, instruments, subscriptions, warrants and any other rights and options and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares.

Section 2. Loan Agreement. This Agreement is being executed and delivered pursuant to the terms, conditions and requirements of that certain revolving note, dated as of the date of this Agreement in the principal amount of $15,000,000, made by Tremont and payable to the order of Secured Party (such note and any notes given in modification, renewal, extension or substitution thereof being herein sometimes collectively referred to as the "Notes" and individually as the "Note"), pursuant to which Secured Party has loaned monies to Tremont. The security interests herein granted (the "Security Interests") shall secure full payment and performance of the Note and the due and punctual observance and performance of each and every agreement, covenant and condition on Tremont's part to be observed or performed under this Agreement or the Note (all of which debts, duties, liabilities and obligations hereinbefore described and covered by this Agreement and the Note are hereinafter referred to as the "Obligation").

Section 3. Priority. Tremont represents and warrants that the Security Interests are first and prior security interests in and to all of the Collateral, and the Collateral is not subject to any other liens or security interests. Tremont hereby delivers to the Secured Party the stock certificate evidencing the Pledged Shares, issued in the name of Tremont, together with an assignment separate from the certificate, duly executed in blank, with a medallion signature guarantee (and otherwise in a form sufficient to effect legal transfer of the Pledged Shares without any further action by Tremont).

Section 4. Title to Collateral. Tremont represents and warrants to Secured Party that: (a) Tremont is the owner of the Collateral; (b) no dispute, right of offset, counterclaim, or defense to the Security Interests exists with respect to all or any part of the Collateral; and (c) Tremont will defend the Collateral against the claims and demands of all persons other than any subordinate claims or liens acknowledged by Secured Party.

Section 5. Tremont's Obligations. So long as the Note is outstanding, Tremont covenants and agrees with Secured Party: (a) not to permit any material part of the Collateral to be levied upon under any legal process; (b) not to dispose of any of the Collateral without the prior written consent of Secured Party; (c) to comply with all applicable federal, state and local statutes, laws, rules and regulations, the noncompliance with which could have a material and adverse effect on the value of the Collateral; and (d) to pay all taxes accruing after the Closing Date which constitute, or may constitute, a lien against the Collateral, prior to the date when penalties or interest would attach to such taxes; provided, that Tremont may contest any such tax claim if done diligently and in good faith. Tremont hereby agrees from time to time to execute such additional documents as may reasonably be requested by the Secured Party to maintain the Secured Party's first priority perfected security interest in the Collateral.

Section 6. Event of Default. As used herein, the term default shall include any or all of the following:

(a) The assignment of, the voluntary or involuntary conveyance of legal or beneficial interest in, or the mortgage, pledge or grant of a security interest in, any of the Collateral; or

(b) The filing or issuance of a notice of any lien, warrant for distraint or notice of levy for taxes or assessment against the Collateral (except for those which are being contested in good faith and for which adequate reserves have been created); or

(c) Nonpayment of any installment of principal or interest under the Notes; or

(d) The adjudication of Tremont as bankrupt, or the taking of any voluntary action by Tremont or any involuntary action against Tremont seeking an adjudication of Tremont as bankrupt, or seeking relief by or against Tremont under any provision of the Bankruptcy Code, or seeking liquidation or dissolution of Tremont; or

(e) Tremont failing to comply with any other covenant contained in the Notes or this Agreement; or

(f) Tremont's default in any payment (regardless of amount) of principal of or interest on any other indebtedness for borrowed money; or

(g) Tremont's default in the observance or performance of any other agreement or condition relating to any such other indebtedness for borrowed money or contained in any instrument evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder of the indebtedness to cause, such other indebtedness for borrowed money to become due prior to its stated maturity.

An "Event of Default" shall be deemed to have occurred immediately upon any default described in clause (d) or (g) above, if any default described in clauses (c) or (f) above is not cured within 5 days, and if any default

described in clauses (a), (b), or (e) is not cured within 30 days after written notice from Secured Party to Tremont.

Section 7. Remedies. Upon the occurrence and during the continuation of an Event of Default as defined herein, in addition to any and all other rights and remedies which Secured Party may then have hereunder or under the Note, under the Uniform Commercial Code of the State of New Jersey or of any other pertinent jurisdiction (the "Code"), or otherwise, Secured Party may, at its option: (a) reduce its claim to judgment or foreclosure or otherwise enforce the Security Interests, in whole or in part, by any available judicial procedure; (b) sell, or otherwise dispose of, at the office of Secured Party, or elsewhere, all or any part of the Collateral, and any such sale or other disposition may be as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale of any part of the Collateral shall not exhaust the Secured Party's power of sale, but sales may be made from time to time, and at any time, until all of the Collateral has been sold or until the Obligation has been paid and performed in full); (c) at its discretion, retain the Collateral in satisfaction of the Obligation whenever the circumstances are such that Secured Party is entitled to do so under the Code or otherwise; and (d) exercise any and all other rights, remedies and privileges it may have under the Note and the other documents defining the Obligation.

Section 8. Application of Proceeds by Secured Party. Any and all proceeds ever received by Secured Party from any sale or other disposition of the Collateral, or any part thereof, or the exercise of any other remedy pursuant hereto shall be applied by Secured Party to the Obligation in such order and manner as Secured Party, in its sole discretion, may deem appropriate, notwithstanding any directions or instructions to the contrary by Tremont; provided that the proceeds and/or accounts shall be applied toward satisfaction of the Obligation. Any proceeds received by Secured Party under this Agreement in excess of those necessary to fully and completely satisfy the Obligation shall be distributed to Tremont.

Section 9. Notice of Sale. Reasonable notification of the time and place of any public sale of the Collateral, or reasonable notification of the time after which any private sale or other intended disposition of the Collateral is to be made, shall be sent to Tremont and to any other persons entitled under the Code to notice; provided, that if any of the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party may sell, pledge, assign or otherwise dispose of the Collateral without notification, advertisement or other notice of any kind. It is agreed that notice sent or given not less than ten (10) calendar days prior to the taking of the action to which the notice relates is reasonable notification and notice for the purposes of this section.

Section 10. Right to Vote Collateral; Receipt of Dividends, Etc.

(a) Unless an Event of Default shall have occurred and be continuing, Tremont shall have the right, from time to time, to vote and to give consents, ratifications and waivers with respect to the Collateral, and the Secured Party shall, upon receiving a written request from Tremont, which request shall be deemed to be a representation and warranty by Tremont that no Event of Default has occurred and is continuing, deliver to Tremont or, as specified in such

request, such proxies, powers of attorney, consents, ratifications and waivers in respect of any Collateral which are registered in the name of the Secured Party or a nominee as shall be specified in such request and be in form and substance satisfactory to the Secured Party.

(b) If an Event of Default shall have occurred and be continuing, all rights of Tremont to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 10(a) above shall end upon five days' notice from the Secured Party to Tremont and thereafter the Secured Party shall have the right to the extent permitted by law, and Tremont shall take all such action as may be necessary or appropriate to give effect to such right, to vote and to give consents, ratifications and waivers, and take any other action with respect to all Collateral with the same force and effect as if the Secured Party were the absolute and sole owner thereof.

(c) Unless an Event of Default shall have occurred and be continuing, Tremont shall be entitled to receive all regular quarterly cash dividends. Any other dividends or distributions or proceeds therefrom on account of the Collateral shall, if received by Tremont, be received in trust for the benefit of the Secured Party, be segregated from the other property or funds of Tremont, and be forthwith delivered to the Secured Party as collateral in the same form as so received (with any necessary endorsement).

Section 11. Delivery of Notices. Any notice or demand required to be given hereunder shall be in writing and shall be deemed to have been duly given and received, if given by hand, when a writing containing such notice is received by the person to whom addressed or, if given by mail, two (2) business days after a certified or registered letter containing such notice, with postage prepaid, is deposited in the United States mails, addressed to:

If to Secured Party:

NL Industries, Inc.
16825 Northchase Drive
Suite 1200
Houston TX 77060
Attn: General Counsel

If to Tremont:

Tremont Corporation
1999 Broadway
Suite 4300
Denver, Colorado 80202
Attn: General Counsel

Any such address may be changed from time to time by serving notice to the other party as above provided. A business day shall mean a day of the week which is not a Saturday or Sunday or a holiday recognized by national banking associations.

Section 12. Binding Effect. This Agreement shall be binding upon Tremont, its successors and assigns, and shall inure to the benefit of Secured Party and its successors and assigns.

Section 13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state of New Jersey.

Section 14. Severability. In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

EXECUTED as of the day and year first herein set forth.

SECURED PARTY:

NL Industries, Inc.

By: /s/ Robert D. Hardy

Title: Vice President

TREMONT:

Tremont Corporation

By: /s/ Mark A. Wallace

Title: Vice President

58134

Exhibit 99.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of NL Industries, Inc. (the Company) on Form 10-Q for the period ending September 30, 2002 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, J. Landis Martin, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ J. Landis Martin
- -----------------------------------
J. Landis Martin
Chief Executive Officer

November 12, 2002

Exhibit 99.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of NL Industries, Inc. (the Company) on Form 10-Q for the period ending September 30, 2002 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Robert D. Hardy, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Robert D. Hardy
- ----------------------------
Robert D. Hardy
Chief Financial Officer

November 12, 2002