FORM S-6EL24

Registration statements of unit investment trusts

Filing Date: **1994-03-01**
SEC Accession No. 0000950124-94-000403

FILER

KEMPER DEFINED FUNDS SERIES 17

CIK:**910744**| State of Incorp.:**IL** | Fiscal Year End: **1231**
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AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON MARCH 1, 1994

REGISTRATION NO. 33-
CIK# 910744

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

REGISTRATION STATEMENT
ON
FORM S-6

FOR REGISTRATION UNDER THE SECURITIES ACT
OF 1933 OF SECURITIES OF UNIT INVESTMENT
TRUSTS REGISTERED ON FORM N-8B-2

A. EXACT NAME OF TRUST:

KEMPER DEFINED FUNDS
SERIES 17

B. NAME OF DEPOSITOR:

KEMPER SECURITIES, INC.
(through its Kemper Unit Investment Trusts service)

C. COMPLETE ADDRESS OF DEPOSITOR'S PRINCIPAL EXECUTIVE OFFICES:

KEMPER UNIT INVESTMENT TRUSTS
77 West Wacker Drive, 5th Floor
Chicago, Illinois 60601

CALCULATION OF REGISTRATION FEE

TITLE AND AMOUNT OF SECURITIES BEING REGISTERED		PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
Series 17	An indefinite number of Units of Beneficial Interest pursuant to Rule 24f-2 under the Investment Company Act of 1940	Indefinite	$500

E. APPROXIMATE DATE OF PROPOSED SALE TO PUBLIC:

As soon as practicable after the effective date of the Registration Statement.

/ / CHECK BOX IF IT IS PROPOSED THAT THIS FILING WILL BECOME EFFECTIVE AT ON PURSUANT TO PARAGRAPH (B) OF RULE 487.

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a) may determine.

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KEMPER DEFINED FUNDS
SERIES 17

CROSS-REFERENCE SHEET

(FORM N-8B-2 ITEMS REQUIRED BY INSTRUCTIONS AS

TO THE PROSPECTUS IN FORM S-6)

<TABLE>
<CAPTION>

FORM N-8B-2 ITEM NUMBER	FORM S-6 HEADING IN PROSPECTUS
I. ORGANIZATION AND GENERAL INFORMATION	
<S>	<C>
1. (a) Name of trust................................	Prospectus Front Cover
(b) Title of securities issued...................	Essential Information
2. Name and address of each depositor................	
3. Name and address of trustee.......................	Administration of the Trust
4. Name and address of principal underwriters.........	Administration of the Trust
5. State of organization of trust....................	The Trust Fund
6. Execution and termination of trust agreement.......	The Trust Fund; Administration of the Trust
7. Changes of name...................................	The Trust Fund
8. Fiscal year.......................................	
9. Litigation..	*
<CAPTION>	
II. GENERAL DESCRIPTION OF THE TRUST AND SECURITIES OF THE TRUST	
<S>	<C>
10. (a) Registered or bearer securities..............	Unitholders
(b) Cumulative or distributive securities.........	The Trust Fund
(c) Redemption..................................	Redemption
(d) Conversion, transfer, etc....................	Unitholders; Market for Units
(e) Periodic payment plan........................	*
(f) Voting rights................................	Unitholders
(g) Notice of certificateholders.................	Investment Supervision; Administration of the Trust; Unitholders
(h) Consents required............................	Unitholders; Administration of the Trust
(i) Other provisions.............................	Federal Tax Status
11. Type of securities comprising units...............	The Trust Fund; Trust Portfolio
12. Certain information regarding periodic payment certificates.....................................	*
13. (a) Load, fees, expenses, etc....................	Essential Information; Public Offering of Units; Interest, Estimated Long-Term Return and Estimated Current Return; Expenses of the Trust
(b) Certain information regarding periodic payment certificates...............................	*
(c) Certain percentages..........................	Essential Information; Public Offering of Units
(d) Certain other fees, etc. payable by holders...	Unitholders
(e) Certain profits receivable by depositor, principal underwriters, trustee or affiliated persons...................................	Expenses of the Trust; Public Offering of Units
(f) Ratio of annual charges to income............	*
14. Issuance of trust's securities....................	The Trust Fund; Unitholders
15. Receipt and handling of payments from purchasers...	*

</TABLE>

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* Inapplicable, answer negative or not required.

<TABLE>
<CAPTION>

FORM N-8B-2 ITEM NUMBER	FORM S-6 HEADING IN PROSPECTUS
<S>	<C>
16. Acquisition and disposition of underlying securities..	The Trust Fund; Trust Portfolio; Investment Supervision
17. Withdrawal or redemption..........................	Market for Units; Redemption; Public Offering of Units
18. (a) Receipt, custody and disposition of income....	Unitholders
(b) Reinvestment of distributions................	Distribution Reinvestment
(c) Reserves or special funds....................	Expenses of the Trust
(d) Schedule of distributions....................	*
19. Records, accounts and reports.....................	Unitholders; Redemption; Administration of the Trust
20. Certain miscellaneous provisions of trust agreement	
(a) Amendment....................................	
(b) Termination..................................	Administration of the Trust
(c) and (d) Trustee, removal and successor........	Administration of the Trust

(e) and (f) Depositor, removal and successor......	Administration of the Trust
21. Loans to security holders..........................	*
22. Limitations on liability..........................	Administration of the Trust
23. Bonding arrangements..............................	*
24. Other material provisions of trust agreement.......	*

<CAPTION>

III. ORGANIZATION, PERSONNEL AND AFFILIATED PERSONS OF DEPOSITOR

<S>	<C>
25. Organization of depositor.........................	Administration of the Trust
26. Fees received by depositor........................	See Items 13(a) and 13(e)
27. Business of depositor.............................	Administration of the Trust
28. Certain information as to officials and affiliated persons of depositor..............................	Administration of the Trust
29. Voting securities of depositor....................	
30. Persons controlling depositor.....................	Administration of the Trust
31. Payment by depositor for certain services rendered to trust...	
32. Payment by depositor for certain other services rendered to trust................................	*
33. Remuneration of employees of depositor for certain services rendered to trust........................	
34. Remuneration of other persons for certain services rendered to trust................................	

<CAPTION>

IV. DISTRIBUTION AND REDEMPTION

<S>	<C>
35. Distribution of trust's securities by states.......	Public Offering of Units
36. Suspension of sales of trust's securities..........	
37. Revocation of authority to distribute.............	*
38. (a) Method of distribution........................	Public Offering of Units;
(b) Underwriting agreements......................	Market for Units;
(c) Selling agreements...........................	Public Offering of Units
39. (a) Organization of principal underwriters........	
(b) N.A.S.D. membership of principal underwriters..............................	Administration of the Trust
40. Certain fees received by principal underwriters....	See Items 13(a) and 13(e)
41. (a) Business of principal underwriters...........	Administration of the Trust
(b) Branch offices of principal underwriters......	
(c) Salesmen of principal underwriters...........	*
42. Ownership of trust's securities by certain persons...	
43. Certain brokerage commissions received by principal underwriters.....................................	Public Offering of Units

</TABLE>

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* Inapplicable, answer negative or not required.

<TABLE>
<CAPTION>

FORM N-8B-2 ITEM NUMBER	FORM S-6 HEADING IN PROSPECTUS
<S>	<C>
44. (a) Method of valuation..........................	Public Offering of Units
(b) Schedule as to offering price.................	*
(c) Variation in offering price to certain persons....................................	Public Offering of Units
45. Suspension of redemption rights...................	Redemption
	Redemption; Market for Units;
46. (a) Redemption valuation.........................	Public Offering of Units
(b) Schedule as to redemption price..............	*
	Market for Units;
47. Maintenance of position in underlying securities...	Public Offering of Units; Redemption

<CAPTION>

V. INFORMATION CONCERNING THE TRUSTEE OR CUSTODIAN

<S>	<C>
48. Organization and regulation of trustee............	Administration of the Trust
49. Fees and expenses of trustee......................	
50. Trustee's lien....................................	Expenses of the Trust

<CAPTION>

VI. INFORMATION CONCERNING INSURANCE OF HOLDERS OF SECURITIES

<S>	<C>
51. Insurance of holders of trust's securities.........	Cover Page; Expenses of the Trust

<CAPTION>

VII. POLICY OF REGISTRANT

<S>	<C>
52. (a) Provisions of trust agreement with respect to selection or elimination of underlying securities.................................	The Trust Fund; Trust Portfolio; Investment Supervision

(b) Transactions involving elimination of underlying securities......................	*
(c) Policy regarding substitution or elimination of underlying securities..................	Investment Supervision
(d) Fundamental policy not otherwise covered......	*
53. Tax status of Trust...............................	Essential Information; Trust Portfolio; Federal Tax Status

<CAPTION>

VIII. FINANCIAL AND STATISTICAL INFORMATION

<S>	<C>
54. Trust's securities during last ten years..........	
55.	
56. Certain information regarding periodic payment	*
57. certificates......................................	
58.	
59. Financial statements (Instruction 1(c) to Form S-6)..	*

</TABLE>

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* Inapplicable, answer negative or not required.

PRELIMINARY PROSPECTUS DATED MARCH 1, 1994
SUBJECT TO CHANGE

KEMPER DEFINED FUNDS
SERIES 17

Kemper Defined Funds Series 17 includes Kemper Defined Funds Corporate Income Series 2 which was formed for the purpose of providing a high level of current income through investment in a fixed portfolio consisting primarily of high yield, high risk dollar denominated foreign and domestic corporate debt obligations issued after July 18, 1984 if interest thereon is U.S. source income. The Trust also contains sovereign debt obligations. MOST OF THE SECURITIES INCLUDED IN THE TRUST ARE COMMONLY KNOWN AS "JUNK BONDS" AND ARE SUBJECT TO GREATER MARKET FLUCTUATIONS AND POTENTIAL RISK OF LOSS OF INCOME AND PRINCIPAL THAN ARE INVESTMENTS IN LOWER-YIELDING, HIGHER RATED FIXED INCOME SECURITIES. THE SECURITIES INCLUDED IN THE TRUST SHOULD BE VIEWED AS SPECULATIVE AND AN INVESTOR SHOULD REVIEW HIS ABILITY TO ASSUME THE RISKS ASSOCIATED WITH SPECULATIVE CORPORATE BONDS. THE PAYMENT OF INCOME IS DEPENDENT UPON THE CONTINUING ABILITY OF THE ISSUERS AND/OR OBLIGORS TO MEET THEIR RESPECTIVE OBLIGATIONS. SEE "TRUST PORTFOLIO -- RISK FACTORS" ON PAGE A-1.
Units of the Trust are not deposits of, or guaranteed by, any bank, and Units are not federally insured or otherwise protected by the Federal Deposit Insurance Corporation and involve investment risk including loss of principal.

For foreign investors who are not United States citizens or residents, interest income from the Trust may not be subject to federal withholding taxes if certain conditions are met. See "Federal Tax Status."

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SPONSOR: KEMPER UNIT INVESTMENT TRUSTS
a service of Kemper Securities, Inc.

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THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The investor is advised to read and retain this Prospectus for future reference.

THE DATE OF THIS PROSPECTUS IS   , 1994.

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

SUMMARY

PUBLIC OFFERING PRICE. The Public Offering Price per Unit during the initial offering period is equal to a pro rata share of the offering prices of the Bonds in the Trust plus or minus a pro rata share of (a) cash, if any, in the

Principal Account held or owed by the Trust, (b) Purchased Interest and (c) Daily Accrued Interest plus that sales charge indicated under "Essential Information." The secondary market Public Offering Price per Unit will be based upon a pro rata share of the bid prices of the Bonds in the Trust plus or minus a pro rata share of (a) cash, if any, in the Principal Account held or owed by the Trust (b) Purchased Interest and (c) Daily Accrued Interest plus the applicable sales charge. For sales charges in the secondary market, see "Public Offering of Units--Public Offering Price." The sales charge during the initial offering period is reduced on a graduated scale for sales involving at least $100,000 or 10,000 Units and will be applied on whichever basis is more favorable to the investor. For secondary market transactions the sales charge is reduced on a graduated scale as set forth under "Public Offering of Units--Public Offering Price."

INTEREST AND PRINCIPAL DISTRIBUTIONS. Distributions of the estimated annual interest income to be received by the Trust, after deduction of estimated expenses, will be made monthly. See "Unitholders--Distributions to Unitholders" and "Essential Information." Distributions of funds, if any, in the Principal Account will be made as provided in "Unitholders--Distributions to Unitholders."

REINVESTMENT. Each Unitholder may elect to have distributions of principal or interest or both automatically invested without charge in shares of certain Kemper mutual funds. See "Distribution Reinvestment."

ESTIMATED LONG-TERM RETURN AND ESTIMATED CURRENT RETURN. As of the opening of business on the Initial Date of Deposit, the Estimated Long-Term Return and the Estimated Current Return for the Trust were as set forth in "Essential Information." The Estimated Current Return is calculated by dividing the estimated net annual interest income per Unit by the Public Offering Price. The estimated net annual interest income per Unit will vary with changes in fees and expenses of the Trustee, Sponsor and Evaluator and with the principal prepayment, redemption, maturity, exchange or sale of Bonds while the Public Offering Price will vary with changes in the offering price of the underlying Bonds and with changes in the Purchased Interest and Daily Accrued Interest; therefore, there is no assurance that the present Estimated Current Returns will be realized in the future. The Estimated Long-Term Return is calculated using a formula which (1) takes into consideration, and determines and factors in the relative weightings of, the market values, yields (which take into account the amortization of premiums and the accretion of discounts) and estimated retirement dates of all of the Bonds in the Trust and (2) takes into account the expenses and sales charge associated with each Unit. Since the market values and estimated retirement dates of the Bonds and the expenses of the Trust will change, there is no assurance that the present Estimated Long-Term Return will be realized in the future. The Estimated Current Return and Estimated Long-Term Return are expected to differ because the calculation of Estimated Long-Term Return reflects the estimated date and amount of principal returned while Estimated Current Return calculations include only net annual interest income and Public Offering Price.

MARKET FOR UNITS. After the initial offering period, while under no obligation to do so, the Sponsor intends to maintain a market for the Units and to offer to repurchase such Units at prices subject to change at any time which are based on the aggregate bid side evaluation of the Bonds in the Trust Fund plus Purchased Interest and Daily Accrued Interest.

SPECIAL PORTFOLIO RISK CONSIDERATIONS. The Trust is comprised primarily of securities rated below investment grade by Standard & Poor's Corporation, Moody's Investors Service, Inc. or Duff & Phelps Credit Rating Co., which securities are commonly referred to as "junk bonds." In addition, certain of the securities in the Trust are obligations of foreign issuers. For special risks associated with such securities, see "Trust Portfolio--Risk Factors."

KEMPER DEFINED FUNDS
SERIES 17

ESSENTIAL INFORMATION
AT THE OPENING OF BUSINESS ON THE INITIAL DATE OF DEPOSIT
SPONSOR AND EVALUATOR: KEMPER UNIT INVESTMENT TRUSTS, A SERVICE OF KEMPER SECURITIES, INC.
TRUSTEE: INVESTORS FIDUCIARY TRUST COMPANY

<TABLE>
<CAPTION>

<S>	<C>	<C>	<C>
Public Offering Price per Unit(1)(2)......................................		$	
Principal Amount of Bonds per Unit..		$	
Estimated Current Return based on Public Offering Price(3)(4)(5)...........			%
Estimated Long-Term Return(3)(4)(5).......................................			%
Estimated Normal Annual Distribution per Unit.............................		$	
Principal Amount of Bonds...		$	
Number of Units...			
Fractional Undivided Interest per Unit....................................			

Calculation of Public Offering Price--Less than 10,000 Units:		
Aggregate Offering Price of Bonds......................................	$	
Aggregate Offering Price of Bonds per Unit............................	$	
Purchased Interest(1)...	$	
Purchased Interest per Unit...	$	
Total Offering Price and Purchased Interest Per Unit(1).............	$	
Plus Sales Charge per Unit(6)...	$	
Public Offering Price per Unit(1)(2)..................................	$	
Redemption Price per Unit..	$	
Sponsor's Initial Repurchase Price per Unit...............................	$	
Excess of Public Offering Price per Unit over Redemption Price per Unit....	$	
Excess Public Offering Price per Unit over Sponsor's Initial Repurchase Price per Unit..	$	
Calculation of Estimated Net Annual Interest Income per Unit:		
Estimated Annual Interest Income......................................	$	
Less: Estimated Annual Expense..	$	
Estimated Net Annual Interest Income..................................	$	
Estimated Daily Rate of Net Interest Accrual per Unit.....................	$	
Trustee's Annual Fee per $1,000 principal amount of Bonds(7)..............	$	
Interest Payments(8):		
First Payment per Unit, representing days.............................	$	
Estimated Normal Monthly Distribution per Unit..........................		
Estimated Normal Annual Distribution per Unit...........................		
Sales Charge(6):		
As a percentage of Public Offering Price per Unit.......................		%
As a percentage of net amount invested..................................		%
As a percentage of net amount invested in earning assets................		%

Evaluations for purposes of sale, purchase or redemption of Units are made as of the close of business of the Sponsor (3:15 p.m. Central Time) next following receipt of an order for a sale or purchase of Units or receipt by Investors Fiduciary Trust Company of Units tendered for redemption.

Date of Trust Agreement and Initial Date of Deposit.....................	, 1994
First Settlement Date...	, 1994
Mandatory Termination Date..	December 31, 2005
Evaluator's Annual Evaluation Fee.......................................	Maximum of $0.30 per $1,000 principal amount of Bonds
Sponsor's Annual Surveillance Fee.......................................	Maximum of $0.25 per $1,000 principal amount of Bonds
Minimum principal value of the Trust under which Trust Agreement may be terminated...	40% of the initial aggregate principal amount of Bonds deposited in the Trust

</TABLE>

ESSENTIAL INFORMATION--(CONTINUED)

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(1) Purchased interest is a portion of the unpaid interest that has accumulated on the Bonds in the Trust from the later of the last payment date on the Bonds or the date of issuance thereof through the First Settlement Date of the Trust. In addition, anyone ordering Units after the Date of Deposit will pay Daily Accrued Interest from the later of the First Settlement Date or the last Record Date for the Trust to the date of settlement (five business days after order). Daily Accrued Interest is the estimated daily rate of net interest accrued on the Bonds in the Trust.

(2) Many unit investment trusts comprised of securities issue a number of units such that each unit represents approximately $1,000 principal amount of underlying securities. The Sponsor, on the other hand, in determining the number of Units for the Trust has elected not to follow this format but rather to provide that number of Units which will establish as close as possible as of the Date of Deposit a $10.00 principal amount of underlying securities per unit.

(3) The Estimated Current Return and Estimated Long-Term Return are increased for transactions entitled to a reduced sales charge. See "Public Offering of Units--Public Offering Price."

(4) The Estimated Current Return is calculated by dividing the estimated net annual interest income per Unit by the Public Offering Price. The estimated net annual interest income per Unit will vary with changes in fees and expenses of the Trustee, the Sponsor and the Evaluator and with the principal prepayment, redemption, maturity, exchange or sale of Bonds while the Public Offering Price will vary with changes in the offering price of the underlying Bonds and with changes in the Purchased Interest and Daily Accrued Interest; therefore, there is no assurance that the present Estimated Current Return indicated above will be realized in the future. The Estimated Long-Term Return is calculated using a formula which (1) takes into consideration, and determines and factors in the relative weightings of, the market values, yields (which takes into account the amortization of premiums and the accretion of discounts) and estimated retirement dates of all of the Bonds in the Trust and (2) takes into account the expenses and sales charge associated with each Trust Unit. Since the market values and estimated retirement dates of the Bonds and expenses of the Trust will change, there is no assurance

that the present Estimated Long-Term Return as indicated above will be realized in the future. The Estimated Current Return and Estimated Long-Term Return are expected to differ because the calculation of the Estimated Long-Term Return reflects the estimated date and amount of principal returned while the Estimated Current Return calculations include only net annual interest income and Public Offering Price.

(5) This figure is based on estimated per Unit cash flows. Estimated cash flows will vary with changes in fees and expenses, with changes in current interest rates and with the principal prepayment, redemption, maturity, call, exchange or sale of the underlying Bonds. The estimated cash flows to Unitholders for the Trust are either set forth under "Estimated Cash Flows to Unitholders" or are available upon request at no charge from the Sponsor.

(6) The sales charge as a percentage of the net amount invested in earning assets will increase as Daily Accrued Interest increases. Transactions subject to quantity discounts (see "Public Offering of Units--Public Offering Price") will have reduced sales charges, thereby reducing all percentages in the table.

(7) See "Expenses of the Trust."

(8) Unitholders will receive interest distributions monthly. The Record Date is the first day of the month, commencing May 1, 1994, and the distribution date is the fifteenth day of the month, commencing May 15, 1994.

THE TRUST FUND

GENERAL

Kemper Defined Funds Series 17 is a unit investment trust created by the Sponsor under the name Kemper Defined Funds. This Series includes one unit investment trust entitled Kemper Corporate Income Trust Series 2 ("Strategic Dollar Trust") (the "Trust" or "Trust Fund") and was created under the laws of the State of Missouri pursuant to a trust indenture (the "Trust Agreement") dated the date of this Prospectus (the "Initial Date of Deposit") between Kemper Unit Investment Trusts, a service of Kemper Securities, Inc. (the "Sponsor"), and Investors Fiduciary Trust Company (the "Trustee").*

The Trust was formed for the purpose of providing a high level of current income through investment in a fixed portfolio consisting primarily of high yield, high risk dollar denominated foreign and domestic corporate debt obligations issued after July 18, 1984 and sovereign debt obligations (collectively, the "Obligations" or "Bonds"). There is, of course, no guarantee that the Trust Fund's objective will be achieved.

The Trust Fund may be an appropriate investment vehicle for investors who desire to participate in a portfolio of intermediate term taxable fixed income securities issued primarily by foreign and domestic corporate obligors with greater diversification than investors might be able to acquire individually. Diversification of the Trust assets will not eliminate the risk of loss always inherent in the ownership of securities. In addition, Bonds of the type deposited in the Trust Fund often are not available in small amounts.

On the Initial Date of Deposit, the Sponsor delivered to the Trustee the aggregate principal amount of Bonds indicated under "Essential Information" or contracts for the purchase thereof for deposit in the Trust Fund along with an irrevocable letter of credit issued by a major commercial bank in the amount required for such purchases. In exchange for the Bonds (and contracts) so deposited, the Trustee delivered to the Sponsor documentation evidencing the ownership of that number of Units indicated under "Essential Information." The Trust Fund initially consists entirely of delivery statements (i.e., contracts) to purchase obligations.

Additional Units of the Trust may be issued at any time up to one year from the Initial Date of Deposit by depositing in the Trust additional Bonds or contracts to purchase Bonds together with irrevocable letters of credit or cash. As additional Units are issued by the Trust as a result of the deposit of additional Bonds by the Sponsor, the aggregate value of the Bonds in the Trust will be increased and the fractional undivided interest in the Trust represented by each Unit will be decreased. The Sponsor may continue to make additional deposits of Bonds into the Trust for a period of up to 90 days following the Initial Date of Deposit, provided that such additional deposits will be in principal amounts which will maintain the same original percentage relationship among the principal amounts of the Bonds in the Trust established by the initial deposit of the Bonds. Thus, although additional Units will be issued, each Unit will continue to represent the same principal amount of each Bond, and the percentage relationship among the principal amount of each Bond in the Trust will remain the same.

Each Unit initially offered represents that undivided interest in the Trust involved indicated under "Essential Information." To the extent that any Units are redeemed by the Trustee or additional Units are issued as a result of additional Bonds being deposited by the Sponsor, the fractional undivided interest in the Trust represented by each unredeemed Unit will increase or decrease accordingly, although the actual interest in the Trust represented by such fraction will remain unchanged. Units will remain outstanding until redeemed upon tender to the Trustee by Unitholders, which may include the Sponsor, or until the termination of the Trust Agreement.

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* Reference is made to the Trust Agreement, and any statements contained herein are qualified in their entirety by the provisions of the Trust Agreement.

An investment in Units should be made with an understanding of the risks which an investment in fixed rate debt obligations may entail, including the risk that the value of the portfolio and hence of the Units will decline with increases in interest rates. The value of the underlying Bonds will fluctuate inversely with changes in interest rates. The uncertain economic conditions of recent years, together with the fiscal measures adopted to attempt to deal with them, have resulted in wide fluctuations in interest rates and, thus, in the value of fixed rate debt obligations generally. The Sponsor cannot predict the degree to which such fluctuations will continue in the future. The Trust is comprised primarily of securities rated below investment grade by Standard & Poor's Corporation, Moody's Investor Service, Inc., or Duff & Phelps Credit Rating Co., which securities are commonly referred to as "junk bonds." For special risks associated with such securities, see "Trust Portfolio--Risk Factors."

TRUST INFORMATION

<TABLE>

<S>	<C>	<C>
Number of Bonds...		
Debt Obligations(1):		
U.S. Corporate..		(%)
Foreign Corporate...		
Foreign Sovereign...		(%)
Average life of the Bonds in the Trust(2).....................................	years	
Percentage of "when, and as if issued" or "delayed delivery" Bonds purchased by the Trust...		
Syndication(3)..		

</TABLE>

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(1) The portfolio percentage in parenthesis represents the principal amount of such Bonds to the total principal amount of Bonds in the Trust. For a discussion of the risks associated with investments in the bonds of such issuers, see "Trust Portfolio."

(2) The average life of the Bonds in the Trust is calculated based upon the stated maturities of the Bonds in the Trust (or, with respect to Bonds for which funds or securities have been placed in escrow to redeem such Bonds on a stated call date, based upon such call date). The average life of the Bonds in the Trust may increase or decrease from time to time as Bonds mature or are called or sold.

(3) The Sponsor and its affiliates have participated as either the sole underwriter or manager or a member of underwriting syndicates from which approximately that percentage listed above of the aggregate principal amount of the Bonds in the Trust were acquired.

KEMPER DEFINED FUNDS SERIES 17

PORTFOLIO
AS OF THE INITIAL DATE OF DEPOSIT: , 1994

<TABLE>
<CAPTION>

		RATING(2)				
AGGREGATE PRINCIPAL	NAME OF ISSUER(1)(5)	MOODY'S	STANDARD & POOR'S	DUFF & PHELPS	REDEMPTION PROVISIONS(3)	COST OF BONDS TO TRUST(4)
<S>	<C>	<C>	<C>	<C>	<C>	<C>

</TABLE>

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See "Notes to Portfolio."

NOTES TO PORTFOLIO:

* These Bonds are "when, as and if issued" or "delayed delivery" and have expected settlement dates after the "First Settlement Date."

(1) Contracts to acquire Bonds were entered into by the Sponsor between and . All Bonds are represented by regular way contracts, unless otherwise indicated, for the performance of which an irrevocable letter of credit has been deposited with the Trustee.

(2) A brief description of the applicable Standard & Poor's Corporation, Moody's Investors Service, Inc. and Duff & Phelps Credit Rating Co. rating symbols and their meanings is set forth under "Description of Ratings." "N.R." indicates that the issue has not been rated by that rating agency.

(3) There is shown under this heading the year in which each issue of Bonds is initially or currently redeemable and the redemption price for that year; unless otherwise indicated, each issue continues to be redeemable at declining prices thereafter, but not below par value. The prices at which the Bonds may be redeemed or called prior to maturity may or may not include a premium and, in certain cases, may be less than the cost of the Bonds to the Trust. In addition, certain Bonds in the portfolio may be redeemed in whole or in part other than by operation of the stated redemption provisions under certain unusual or extraordinary circumstances specified in the instruments setting forth the terms and provisions of such Bonds. "S.F." indicates that a sinking fund is established with respect to that issue of Bonds.

(4) During the initial offering period, evaluations of Bonds are made on the basis of current offering side evaluations of the Bonds. The aggregate offering price is greater than the aggregate bid price of the Bonds, which is the basis on which the Redemption Price will be determined for purposes of redemption of Units after the initial offering period.

(5) Other information regarding the Bonds in the Trust, at the opening of business on the Initial Date of Deposit, is as follows:

<TABLE>
<CAPTION>

	COST OF BONDS TO SPONSOR	PROFIT OR (LOSS) TO SPONSOR	ANNUAL INTEREST INCOME TO TRUST	BID SIDE VALUE OF BONDS
<S>	<C>	<C>	<C>	<C>
Corporate Income Series 2.....	$	$	$	$

</TABLE>

The Cost of Bonds to Sponsor and Profit or (Loss) to Sponsor reflect portfolio hedging transaction costs, hedging gains or losses, and certain other carrying costs.

"+" indicates that such Bond has been issued by a partnership. All other Bonds have been issued by corporate issuers.

(6) This Bond was issued at an original issue discount. The tax effect of Bonds issued at an original issue discount is described in "Federal Tax Status". This Bond has been purchased at a deep discount from the par value because there is little or no stated interest income thereon. Bonds which pay no interest are normally described as "zero coupon" bonds. Over the life of bonds purchased at a deep discount the value of such bonds will increase such that upon maturity the holders of such bonds will receive 100% of the principal amount thereof. Approximately % of the aggregate principal amount of the Bonds in the Trust were issued at an original issue discount.

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

UNITHOLDERS
KEMPER DEFINED FUNDS

We have audited the accompanying statement of condition and the related portfolio of Kemper Defined Funds Series 17 as of . The statement of condition and portfolio are the responsibility of the Sponsor. Our responsibility is to express an opinion on such financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Our procedures included confirmation of a letter of credit deposited to purchase Bonds by correspondence with the Trustee. An audit also includes assessing the accounting principles used and significant estimates made by the Sponsor, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Kemper Defined Funds Series 17 as of , in conformity with generally accepted accounting principles.

GRANT THORNTON

Chicago, Illinois

KEMPER DEFINED FUNDS,
SERIES 17

STATEMENT OF CONDITION
AT THE OPENING OF BUSINESS ON , THE INITIAL DATE OF DEPOSIT

<TABLE>
<CAPTION>

<S>	CORPORATE INCOME SERIES 1 <C>
INVESTMENT IN BONDS	
Contracts to purchase Bonds(1)...	$
Accrued interest to the First Settlement Date(1)(2)..	
Total...	$
Units of fractional undivided interest outstanding:	
LIABILITIES AND INTEREST OF UNITHOLDERS	
Accrued interest payable to Sponsor(1)(2)...	$
Interest of Unitholders--	
Cost to investors(3)...	
Less: Gross underwriting commission(3)..	
Net interest to Unitholders(1)(2)(3)..	
Total..	$

</TABLE>

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NOTES:

(1) The aggregate value of the Bonds listed in the portfolio and their cost to the Trust are the same. The value of the Bonds is determined by Muller Data Corporation on the bases set forth under "Public Offering of Units--Public Offering Price." The contracts to purchase Bonds are collateralized by an irrevocable letter of credit of $, issued by Chemical Bank N.A., which has been deposited with the Trustee. Of this amount, $ relates to the offering price of Bonds to be purchased and $ relates to accrued interest on such Bonds to the expected dates of delivery.

(2) Accrued interest on the underlying Bonds represents the interest accrued as of the First Settlement Date from the later of the last payment date on the Bonds of the date of issuance thereof. The Trustee will advance to the Trust a portion of the accrued interest on the underlying Bonds for distribution to the Sponsor as the Unitholder of record as of the First Settlement Date. A portion of the accrued interest on the underlying Bonds ($) is payable by investors and is included in the Public Offering Price. This portion is called Purchased Interest.

(3) The aggregate public offering price includes a sales charge as set forth under "Essential Information", assuming all single transactions involve less than 10,000 Units. For single transactions involving 10,000 or more Units, the sales charge is reduced (see "Public Offering of Units--Public Offering Price") resulting in an equal reduction in both the Cost to investors and the Gross underwriting commission while the Net interest to Unitholders remains unchanged.

COMPENSATION FOR FOREIGN WITHHOLDING TAX

Certain of the Bonds are subject to non-U.S. ("foreign") withholding taxes. Certain issuers of Bonds which are subject to foreign withholding taxes have generally agreed, subject to certain exceptions, to make additional payments ("Additional Payments") which together with other payments are intended to compensate the holder of the Bond for the imposition of certain withholding taxes. However, both the calculation of the Additional Payment and whether the Additional Payment compensates the holder of the Bond for any related penalties, interest or other charges imposed in connection with any applicable foreign withholding taxes are likely to differ from Bond to Bond. Moreover, the Additional Payment is itself treated as taxable income to Unitholders for U.S. income tax purposes. The Additional Payment may not be based upon a "gross-up" formula which would otherwise compensate an investor for the tax liability triggered by the receipt of the Additional Payment. For any of these reasons, an investor may not be adequately compensated for the actual foreign withholding tax liabilities incurred. If the Trust obtains a certificate from an issuer evidencing payment of foreign withholding taxes with respect to a Bond, the Trust will so notify Unitholders. A Unitholder is required to include in his gross income the entire amount of interest paid on his pro rata portion of the Bond including the amount of tax withheld therefrom and the amount of any Additional Payment. However, if the foreign tax withheld constitutes an income tax for which U.S. foreign tax credits may be taken, the Unitholder may be able to obtain applicable foreign tax credits (subject to statutory limitations) or deductions. [See "Federal Tax Status".]

FEDERAL TAX STATUS

In the opinion of Chapman and Cutler, special counsel for the Sponsor, under existing law:

The Trust is not an association taxable as a corporation for United States Federal income tax purposes.

Each Unitholder will be considered the owner of a pro rata portion of each of the Trust assets for Federal income tax purposes under Subpart E, Subchapter J of Chapter 1 of the Internal Revenue Code (the "Code"). Each Unitholder will be considered to have received his pro rata share of interest derived from each Trust asset when such interest is received by the Trust. Each Unitholder will also be required to include in taxable income for Federal income tax purposes, original issue discount with respect to his interest in any Bonds held by the Trust at the same time and in the same manner as though the Unitholder were the direct owner of such interest.

Each Unitholder will have a taxable event when a Bond is disposed of (whether by sale, exchange, redemption, or payment at maturity) or when the Unitholder redeems or sells his Units. The cost of the Units to a Unitholder on the date such Units are purchased is allocated among the Bonds held in the Trust (in accordance with the proportion of the fair market values of such Bonds) in order to determine his tax basis for his pro rata portion in each Bond. Unitholders must reduce the tax basis of their Units for their share of accrued interest received, if any, on Bonds delivered after the date the Unitholders pay for their Units and, consequently, such Unitholders may have an increase in taxable gain or reduction in capital loss upon the disposition of such Units. Gain or loss upon the sale or redemption of Units is measured by comparing the proceeds of such sale or redemption with the adjusted basis of the Units. If the Trustee disposes of Bonds, gain or loss is recognized to the Unitholder. The amount of any such gain or loss is measured by comparing the Unitholder's pro rata share of the total proceeds from such disposition with his basis for his fractional interest in the asset disposed of. The basis of each Unit and of each Bond which was issued with original issue discount (including the U.S. Treasury obligations) must be increased by the amount of accrued original issue discount and the basis of each Unit and of each Bond which was purchased by the Trust at a premium must be reduced by the annual amortization of bond premium which the Unitholder has properly elected to amortize under Section 171 of the Code. The tax cost reduction requirements of the Code relating to amortization of bond premium may, under some circumstances, result in the Unitholder realizing a taxable gain when his Units are

sold or redeemed for an amount equal to or less than his original cost. The U.S. Treasury obligations held by the Trust are treated as bonds that were originally issued at an original issue discount provided, pursuant to a Treasury Regulation (the "Regulation") issued on December 28, 1992, that the amount of original issue discount determined under Section 1286 of the Code is not less than a "de minimis" amount as determined thereunder (as discussed below under "Original Issue Discount"). Because the U.S. Treasury obligations represent interests in "stripped" U.S. Treasury bonds, a Unitholder's initial cost for his pro rata portion of each U.S. Treasury obligation held by the Trust (determined at the time he acquires his Units, in the manner described above) shall be treated as its "purchase price" by the Unitholder. Original issue discount is effectively treated as interest for Federal income tax purposes, and the amount of original issue discount in this case is generally the difference between the Bond's purchase price and its stated redemption price at maturity. A Unitholder will be required to include in gross income for each taxable year the sum of his daily portions of original issue discount attributable to the U.S. Treasury obligations held by the Trust as such original issue discount accrues and will, in general, be subject to Federal income tax with respect to the total amount of such original issue discount that accrues for such year even though the income is not distributed to the Unitholders during such year to the extent it is not less than a "de minimis" amount as determined under the Regulation. In general, original issue discount accrues daily under a constant interest rate method which takes into account the semi-annual compounding of accrued interest. In the case of the U.S. Treasury obligations, this method will generally result in an increasing amount of income to the Unitholders each year. Unitholders should consult their tax advisers regarding the Federal income tax consequences and accretion of original issue discount.

Limitations on Deductibility of Trust Expenses by Unitholders. Each Unitholder's pro rata share of each expense paid by the Trust is deductible by the Unitholder to the same extent as though the expense had been paid directly by him, subject to the following limitation. It should be noted that as a result of the Tax Reform Act of 1986, certain miscellaneous itemized deductions, such as investment expenses, tax return preparation fees and employee business expenses will be deductible by an individual only to the extent they exceed 2% of such individual's adjusted gross income. Temporary regulations have been issued which require Unitholders to treat certain expenses of the Trust as miscellaneous itemized deductions subject to this limitation.

Acquisition Premium. If a Unitholder's tax basis of his pro rata portion in any Bonds held by the Trust exceeds the amount payable by the issuer of the Bond with respect to such pro rata interest upon the maturity of the Bond, such excess would be considered "acquisition premium" which may be amortized by the Unitholder at the Unitholder's election as provided in Section 171 of the Code. Unitholders should consult their tax advisors regarding whether such election should be made and the manner of amortizing acquisition premium.

Original Issue Discount. Certain of the Bonds of the Trust may have been acquired with "original issue discount." In the case of any Bonds of the Trust acquired with "original issue discount" that exceeds a "de minimis" amount as specified in the Code or in the case of the U.S. Treasury obligations as specified in the Regulation, such discount is includable in taxable income of the Unitholders on an accrual basis computed daily, without regard to when payments of interest on such Bonds are received. The Code provides a complex set of rules regarding the accrual of original issue discount. These rules provide that original issue discount generally accrues on the basis of a constant compound interest rate over the term of the Bonds. Unitholders should consult their tax advisers and to the amount of original issue discount which accrues.

Special original issue discount rules apply if the purchase price of the Bond by the Trust exceeds its original issue price plus the amount of original issue discount which would have previously accrued based upon its issue price (its "adjusted issue price"). Similarly these special rules would apply to a Unitholder if the tax basis of his pro rata portion of a Bond issued with original issue discount exceeds his pro rata portion of its adjusted issue price. Unitholders should also consult their tax advisers regarding these special rules.

It is possible that a Corporate Bond that has been issued at an original issue discount may be characterized as a "high-yield discount obligation" within the meaning of Section 163(e)(5) of the Code. To the extent that such an obligation is issued at a yield in excess of six percentage points over the applicable Federal rate, a portion of the original issue discount on such obligation will be characterized as a distribution on stock (e.g., dividends) for purposes of the dividends received deduction which is available to certain corporations with respect to certain dividends received by such corporation.

Market Discount. If a Unitholder's tax basis in his pro rata portion of Bonds is less than the allocable portion of such Bond's stated redemption price at maturity (or, if issued with original issue discount, the allocable portion of its "revised issue price"), such difference will constitute market discount unless the amount of market discount is "de minimis" as specified in the Code. Market discount accrues daily computed on a straight line basis, unless the Unitholder elects to calculate accrued market discount under a constant yield method. The market discount rules do not apply to the U.S. Treasury obligations because they are stripped debt instruments subject to special original issue discount rules as discussed above. Unitholders should consult their tax advisors as to the amount of market discount which accrues.

Accrued market discount is generally includable in taxable income to the Unitholders as ordinary income for Federal tax purposes upon the receipt of serial principal payments on the Bonds, on the sale, maturity or disposition of such Bonds by the Trust, and on the sale by a Unitholder of Units, unless a Unitholder elects to include the accrued market discount in taxable income as such discount accrues. If a Unitholder does not elect to annually include accrued market discount in taxable income as it accrues, deductions for any interest expense incurred by the Unitholder which is incurred to purchase or carry his Units will be reduced by such accrued market discount. In general, the portion of any interest expense which was not currently deductible would ultimately be deductible when the accrued market discount is included in income. Unitholders should consult their tax advisers regarding whether an election should be made to include market discount in income as it accrues and as to the amount of interest expense which may not be currently deductible.

Computation of the Unitholder's Tax Basis. The tax basis of a Unitholder with respect to his interest in a Bond is increased by the amount of original issue discount (and market discount, if the Unitholder elects to include market discount, if any, on the Bonds held by the Trust in income as it accrues) thereon properly included in the Unitholder's gross income as determined for Federal income tax purposes and reduced by the amount of any amortized acquisition premium which the Unitholder has properly elected to amortize under Section 171 of the Code. A Unitholder's tax basis in his Units will equal his tax basis in his pro rata portion of all of the assets of the Trust.

Recognition of Taxable Gain or Loss Upon Disposition of Obligations by the Trust or Disposition of Units. A Unitholder will recognize taxable capital gain (or loss) when all or part of his pro rata interest in a Bond is disposed of in a taxable transaction for an amount greater (or less) than his tax basis therefor. Any gain recognized on a sale or exchange and not constituting a realization of accrued "market discount," and any loss will, under current law, generally be capital gain or loss except in the case of a dealer or financial institution. As previously discussed, gain realized on the disposition of the interest of a Unitholder in any Bond deemed to have been acquired with market discount will be treated as ordinary income to the extent the gain does not exceed the amount of accrued market discount not previously taken into income. Any capital gain or loss arising from the disposition of a Bond by the Trust or the disposition of Units by a Unitholder will be short-term capital gain or loss unless the Unitholder has held his Units for more than one year in which case such capital gain or loss will be long-term. For taxpayers other than corporations, net capital gains are subject to a maximum marginal stated tax rate of 28 percent. However, it should be noted that legislative proposals are introduced from time to time that affect tax rates and could affect relative differences at which ordinary income and capital gains are taxed. The tax cost reduction requirements of the Code relating to amortization

of bond premium may under some circumstances, result in the Unitholder realizing taxable gain when his Units are sold or redeemed for an amount equal to or less than his original cost.

If the Unitholder disposes of a Unit, he is deemed thereby to have disposed of his entire pro rata interest in all Trust assets including his pro rata portion of all of the Bonds represented by the Unit. This may result in a portion of the gain, if any, on such sale being taxable as ordinary income under the market discount rules (assuming no election was made by the Unitholder to include market discount in income as it accrues) as previously discussed.

"The Revenue Reconciliation Act of 1993" (the "Tax Act") raised tax rates on ordinary income while capital gains remain subject to a 28 percent maximum stated rate. Because some or all capital gains are taxed at a comparatively lower rate under the Tax Act, the Tax Act includes a provision that recharacterizes capital gains as ordinary income in the case of certain financial transactions that are "conversion transactions" effective for transactions entered into after April 30, 1993. Unitholders and prospective investors should consult with their tax advisers regarding the potential effect of this provision on their investment in Units.

Foreign Investors. A Unitholder who is a foreign investor (i.e., an investor other than a U.S. citizen or resident or a U.S. corporation, partnership, estate or trust) will not be subject to United States federal income taxes, including withholding taxes, on interest income on, or any gain from the sale or other disposition of, his pro rata interest in any Bond or the sale of his Units provided that all of the following conditions are met: (i) the interest income or gain is not effectively connected with the conduct by the foreign investor of a trade or business within the United States, (ii) the interest is United States source income (which is the case for most securities issued by United States issuers), the Bond is issued after July 18, 1984 (which is the case for each Bond held by the Trust), the foreign investor does not own, directly or indirectly, 10% or more of the total combined voting power of all classes of voting stock of the issuer of the Bond and the foreign investor is not a controlled foreign corporation related (within the meaning of Section 864(d)(4) of the Code) to the issuer of the Bond, (iii) with respect to any gain, the foreign investor (if an individual) is not present in the United States for 183 days or more during his or her taxable year and (iv) the foreign investor provides all certification which may be required of his status. Foreign investors should consult their tax advisers with respect to United States tax consequences of ownership of Units.

It should be noted that the Tax Act includes a provision which eliminates the exemption from United States taxation, including withholding taxes, for certain "contingent interest." The provision applies to interest received after December 31, 1993. No opinion is expressed herein regarding the potential applicability of this provision and whether United States taxation or withholding taxes could be imposed with respect to income derived from the Units as a result thereof. Unitholders and prospective investors should consult with their tax advisers regarding the potential effect of this provision on their investment in Units.

General. Each Unitholder (other than a foreign investor who has properly provided the certifications described in the preceding paragraph) will be requested to provide the Unitholder's taxpayer identification number to the Trustee and to certify that the Unitholder has not been notified that payments to the Unitholder are subject to back-up withholding. If the proper taxpayer identification number and appropriate certification are not provided when requested, distributions by the Trust to such Unitholder will be subject to back-up withholding.

The foregoing discussion relates only to United States Federal income taxes; Unitholders may be subject to state and local taxation in other jurisdictions (including a foreign investor's country of residence). Unitholders should consult their tax advisers regarding potential state, local, or foreign taxation with respect to the Units.

ESTIMATED CASH FLOWS TO UNITHOLDERS

The table below sets forth the estimated distributions of interest, principal and rebates of Purchased Interest to Unitholders on a per 100 Units basis. The table assumes no changes in expenses, no changes in the current interest rates, no exchanges, redemptions, sales or prepayments of the underlying Bonds prior to maturity or expected retirement date and the receipt of principal upon maturity or expected retirement date. To the extent the foregoing assumptions change actual distributions will vary.

<TABLE>
<CAPTION>

DATES	ESTIMATED INTEREST DISTRIBUTION	ESTIMATED PRINCIPAL DISTRIBUTION	ESTIMATED PURCHASED INTEREST REBATE	ESTIMATED TOTAL DISTRIBUTION
<S>	<C>	<C>	<C>	<C>

</TABLE>

TRUST PORTFOLIO

PORTFOLIO SELECTION

The selection of Bonds for the Trust Fund was based largely upon the experience and judgment of the Sponsor. In making such selections the Sponsor considered the following factors: (a) the price of the Bonds relative to other issues of similar quality and maturity; (b) the present rating and credit quality of the issuers of the Bonds and the potential improvement in the credit quality of such issuers; (c) the diversification of the Bonds as to location of issuer; (d) the income to the Unitholders of the Trust; (e) whether the Bonds were issued after July 18, 1984; and (f) the stated maturity of the Bonds.

As of the Initial Date of Deposit, all of the Bonds in the Trust other than the U.S. Treasury obligations are rated "Ba" or better by Moody's Investors Service, Inc. or "BB" or better by Standard & Poor's Corporation or Duff & Phelps Credit Rating Co. See "Description of Ratings" and "The Trust Fund -- Portfolio." Subsequent to the Initial Date of Deposit, a Bond may cease to be so rated. If this should occur, the Trust would not be required to eliminate the Bond from the Trust, but such event may be considered in the Sponsor's determination to direct the Trustee to dispose of such investment. See "Investment Supervision."

RISK FACTORS

General. An investment in Units of the Trust should be made with an understanding of the risks that an investment in "high yield", high risk, fixed rate, foreign and domestic corporate debt obligations or "junk bonds" may entail, including increased credit risks and the risk that the value of the Units will decline, and may decline precipitously, with increases in interest rates. In recent years there have been wide fluctuations in interest rates and thus in the value of fixed-rate, debt obligations generally. Securities such as those included in the Trust are, under most circumstances, subject to greater market fluctuations and risk of loss of income and principal than are investments in lower-yielding, higher rated securities, and their value may decline precipitously because of increases in interest rates not only because the increases in rates generally decrease values but also because increased rates may indicate a slowdown in the economy and a decrease in the value of assets generally that may adversely affect the credit of issuers of high yield, high risk securities resulting in a higher incidence of defaults among high yield, high risk securities. A slowdown in the economy, or a development adversely affecting an issuer's creditworthiness, may result in the issuer being unable to maintain earnings or sell assets at the rate and at the prices, respectively, that are required to produce sufficient cash flow to meet its interest and principal requirements. For an issuer that has outstanding both senior commercial bank debt and subordinated high yield, high risk securities, an increase in interest rates will increase that issuer's interest expense insofar as the interest rate on the bank debt is fluctuating. However, many leveraged issuers enter into interest rate protection agreements to fix or cap the interest rate on a large portion of their bank debt. This reduces exposure to increasing rates but reduces the benefit to the issuer of declining rates. The Sponsor cannot predict future economic policies or their consequences or, therefore, the course or extent of any similar market fluctuations in the future. The portfolio consists of Obligations that, in many cases, do not have the benefit of convenants that would prevent the issuer from engaging in capital restructurings or borrowing transactions in connection with corporate acquisitions, leveraged buy outs or restructurings that could have the effect of reducing the ability of the issuer to meet its obligations and might result in the ratings of the Obligations and the value of the underlying portfolio being reduced.

The Obligations in the Trust consist exclusively of "high yield, high risk" corporate bonds. "High yield" or "junk" bonds, the generic names for corporate bonds rated below BBB by Standard & Poor's Corporation or Duff & Phelps Credit Rating Co. or below Baa by Moody's Investor Service, Inc., are frequently issued by corporations in the growth stage of their development, by established companies whose operations or industries are depressed or by highly leveraged companies purchased in leveraged buyout transactions. The

market for high yield bonds is very specialized and investors in it have been predominantly financial institutions. High yield bonds are generally not listed on a national securities exchange. Trading of high yield bonds, therefore, takes place primarily in over-the-counter markets which consist of groups of dealer firms that are typically major securities firms. Because the high yield bond market is a dealer market, rather than an auction market, no single obtainable price for a given bond prevails at any given time. Prices are determined by negotiation between traders. The existence of a liquid trading market for the Obligations may depend on whether dealers will make a market in the Obligations. There can be no assurance that a market will be made for any of the Obligations, that any market for the Obligations will be maintained or of the liquidity of the Obligations in any markets made. Not all dealers maintain markets in all high yield bonds. Therefore, since there are fewer traders in these bonds than there are in "investment grade" bonds, the bid-offer spread is usually greater for high yield bonds than it is for investment grade bonds. The price at which the Securities may be sold to meet redemptions and the value of the Trust will be adversely affected if trading markets for the Obligations are limited or absent. If the rate of redemptions is great, the value of the Trust may decline to a level that requires liquidation (see "Administration of the Trust -- Amendment and Termination").

Lower-rated securities tend to offer higher yields than higher-rated securities with the same maturities because the creditworthiness of the issuers of lower-rated securities may not be as strong as that of other issuers. Moreover, if an Obligation is recharacterized as equity by the Internal Revenue Service for Federal income tax purposes, the issuer's interest deduction with respect to the Obligation will be disallowed and this disallowance may adversely affect the issuer's credit rating. Because investors generally perceive that there are greater risks associated with the lower-rated securities in the Trust, the yields and prices of these securities tend to fluctuate more than higher-rated securities with changes in the perceived quality of the credit of their issuers. In addition, the market value of high yield, high risk, fixed-income securities may fluctuate more than the market value of higher-rated securities since high yield, high risk, fixed-income securities tend to reflect short-term credit development to a greater extent than higher-rated securities. Lower-rated securities generally involve greater risks of loss of income and principal than higher-rated securities. Issuers of lower-rated securities may possess less creditworthiness characteristics than issuers of higher-rated securities and, especially in the case of issuers whose obligations or credit standing have recently been downgraded, may be subject to claims by debtholders, owners of property leased to the issuer or others which, if sustained, would make it more difficult for the issuers to meet their payment obligations. High yield, high risk bonds are also affected by variables such as interest rates, inflation rates and real growth in the economy. Therefore, investors should consider carefully the relative risks associated with investment in securities which carry lower ratings.

The value of the Units reflects the value of the portfolio securities, including the value (if any) of securities in default. Should the issuer of any Obligation default in the payment of principal or interest, the Trust may incur additional expenses seeking payment on the defaulted Obligation. Because amounts (if any) recovered by the Trust in payment under the defaulted Obligation may not be reflected in the value of the Units until actually received by the Trust, and depending upon when a Unitholder purchases or sells his Units, it is possible that a Unitholder would bear a portion of the cost of recovery without receiving any portion of the payment recovered.

High yield, high risk bonds are generally subordinated obligations. The payment of principal (and premium, if any), interest and sinking fund requirements with respect to subordinated obligations of an issuer is subordinated in right of payment to the payment of senior obligations of the issuer. Senior obligations generally include most, if not all, significant debt obligations of an issuer, whether existing at the time of issuance of subordinated debt or created thereafter. Upon any distribution of the assets of an issuer with subordinated obligations upon dissolution, total or partial liquidation or reorganization of or similar proceeding relating to the issuer, the holders of senior indebtedness will be entitled to receive payment in full before holders of subordinated indebtedness will be entitled to receive any payment. Moreover, generally no

payment with respect to subordinated indebtedness may be made while there exists a default with respect to any senior indebtedness. Thus, in the event of insolvency, holders of senior indebtedness of an issuer generally will recover more, ratably, than holders of subordinated indebtedness of that issuer.

Obligations that are rated lower than BBB by Standard & Poor's or Duff & Phelps or Baa by Moody's, respectively, should be considered speculative as such ratings indicate a quality of less than investment grade. Investors should carefully review the objective of the Trust and consider their ability to assume the risks involved before making an investment in the Trust. See "Description of Ratings" for a description of speculative ratings issued by Standard & Poor's, Duff & Phelps and Moody's.

Foreign Issuers.   % of the Bonds in the Trust are invested in securities of foreign issuers. It is appropriate for investors in the Trust to consider certain investment risks that distinguish investments in Bonds of foreign issuers from those of domestic issuers. Those investment risks include future political and economic developments, the possible imposition of withholding taxes on interest income payable on the Bonds held in the portfolio, the possible seizure or nationalization of foreign deposits, the possible establishment of exchange controls or the adoption of other foreign governmental restrictions (including expropriation, burdensome or confiscatory taxation and moratoriums) which might adversely affect the payment or receipt of payment of amounts due on the Bonds. Investors should realize that, although the Trust invests in U.S. dollar denominated investments, the foreign issuers which operate internationally are subject to currency risks. The value of Bonds can be adversely affected by political or social instability and unfavorable diplomatic or other negative developments. In addition, because many foreign issuers are not subject to the reporting requirements of the Securities Exchange Act of 1934, there may be less publicly available information about the foreign issuer than a U.S. domestic issuer. Foreign issuers also are not necessarily subject to uniform accounting, auditing and financial reporting standards, practices and requirements comparable to those applicable to U.S. domestic issuers.

Liquidity. The Bonds in the Trust may not have been registered under the Securities Act of 1933 and may not be exempt from the registration requirements of the Act. Most of the Bonds will not be listed on a securities exchange. Whether or not the Bonds are listed, the principal trading market for the Bonds will generally be in the over-the-counter market. As a result, the existence of a liquid trading market for the Bonds may depend on whether dealers will make a market in the Bonds. There can be no assurance that a market will be made for any of the Bonds, that any market for the Bonds will be maintained, or of the liquidity of the Bonds in any markets made. The price at which the Bonds may be sold to meet redemptions and the value of the Trust will be adversely affected if trading markets for the Bonds are limited or absent. The trust may also contain non-exempt Bonds in registered form which have been purchased on a private placement basis. Sales of these Bonds may not be practicable outside the United States, but can generally be made to U.S. institutions in the private placement market which may not be as liquid as the general U.S. securities market. Since the private placement market is less liquid, the prices received may be less than would have been received had the markets been broader.

Exchange Controls. On the basis of the best information available to the Sponsor at the present time none of the Bonds is subject to exchange control restrictions under existing law which would materially interfere with payment to the Trust of amounts due on the Bonds. However, there can be no assurance that exchange control regulations might not be adopted in the future which might adversely affect payments to the Trust. In addition, the adoption of exchange control regulations and other legal restrictions could have an adverse impact on the marketability of the Bonds in the Trust and on the ability of the Trust to satisfy its obligation to redeem Units tendered to the Trustee for redemption.

Jurisdiction Over, and U.S. Judgments Concerning, Foreign Obligors. Non-U.S issuers of the Bonds will generally not have submitted to the jurisdiction of U.S. courts for purposes of lawsuits relating to those Bonds. If the Trust contains Bonds of such an issuer, the Trust as a holder of those obligations may not be able to assert its

rights in U.S. courts under the documents pursuant to which the Bonds are issued. Even if the Trust obtains a U.S. judgment against a foreign obligor, there can be no assurance that the judgment will be enforced by a court in the country in which the foreign obligor is located. In addition, a judgment for money damages by a court in the United States if obtained, will ordinarily be rendered only in U.S. dollars. It is not clear, however, whether, in granting a judgment, the rate of conversion of the applicable foreign currency into U.S. dollars would be determined with reference to the due date or the date the judgment is rendered. Courts in other countries may have rules that are similar to, or different from, the rules of the U.S. courts.

GENERAL TRUST INFORMATION

Because certain of the Bonds in the Trust may from time to time under certain circumstances be sold or redeemed or will mature in accordance with their terms and because the proceeds from such events will be distributed to Unitholders and will not be reinvested, no assurance can be given that the Trust will retain for any length of time its present size and composition. Neither the Sponsor nor the Trustee shall be liable in any way for any default, failure or defect in any Bond. In the event of a failure to deliver any Bond that has been purchased for the Trust under a contract, including those securities purchased on a "when, as and if issued" basis ("Failed Obligations"), the Sponsor is authorized under the Trust Agreement to direct the Trustee to acquire other securities ("Replacement Obligations") to make up the original corpus of the Trust.

The Replacement Obligations must be purchased within 20 days after delivery of the notice of the failed contract and the purchase price may not exceed the amount of funds reserved for the purchase of the Failed Obligations. The Replacement Obligations shall (i) be corporate bonds, debentures, notes or other straight debt obligations (whether secured or unsecured and whether senior or subordinated) without equity or other conversion features, with fixed maturity dates substantially the same as those of the Failed Obligations having no warrants or subscription privileges attached; (ii) be payable in United States currency; (iii) not be when, as and if issued obligations or restricted securities; (iv) be issued after July 18, 1984 if interest thereon is United States source income; and (v) must have a fixed maturity date approximately the maturity date of the Failed Obligation; (vi) must be purchased at a price that results in a yield to maturity and a current return at least equal to that of the Failed Bonds as of the Initial Date of Deposit. Whenever a Replacement Obligation has been acquired for the Trust, the Trustee shall, within five days thereafter, notify all Unitholders of the Trust of the acquisition of the Replacement Obligation and shall, on the next monthly distribution date which is more than 30 days thereafter, make a pro rata distribution of the amount, if any, by which the cost to the Trust of the Failed Obligation exceeded the cost of the Replacement Obligation. Once the original corpus of the Trust is acquired, the Trustee will have no power to vary the investment of the Trust; i.e., the Trustee will have no managerial power to take advantage of market variations to improve a Unitholder's investment.

If the right of limited substitution described in the preceding paragraph shall not be utilized to acquire Replacement Obligations in the event of a failed contract, the Sponsor will refund the sales charge attributable to such Failed Obligations to all Unitholders of the Trust and distribute the principal, Purchased Interest and Daily Accrued Interest (at the coupon rate of such Failed Obligations to the date the Failed Obligations are removed from the Trust) attributable to such Failed Obligations not more than 30 days after such removal or such earlier time as the Trustee in its sole discretion deems to be in the interest of the Unitholders. In the event a Replacement Obligation should not be acquired by the Trust, the estimated net annual interest income per Unit for the Trust would be reduced and the Estimated Current Return and the Estimated Long-Term Return thereon might be lowered. In addition, Unitholders should be aware that they may not be able at the time of receipt of such principal to reinvest such proceeds in other securities at a yield equal to or in excess of the yield which such proceeds were earning to Unitholders in the Trust.

The Sponsor may not alter the portfolio of the Trust Fund except upon the happening of certain extraordinary circumstances. See "Investment Supervision." Certain of the Bonds may be subject to optional call or mandatory redemption pursuant to sinking fund provisions, in each case prior to their stated maturity. A bond subject to optional call is one which is subject to redemption or refunding prior to maturity at the option of the issuer, often at a premium over par. A refunding is a method by which a bond issue is redeemed, at or before maturity, by the proceeds of a new bond issue. A bond subject to sinking fund redemption is one which is subject to partial call from time to time at par from a fund accumulated for the scheduled retirement of a portion of an issue prior to maturity. Special or extraordinary redemption provisions may provide for redemption at par of all or a portion of an issue upon the occurrence of certain circumstances, which may be prior to the optional call dates shown in "The Trust Fund--Portfolio." Redemption pursuant to optional call provisions is more likely to occur, and redemption pursuant to special or extraordinary redemption provisions may occur, when the Bonds have an offering side evaluation which represents a premium over par, that is, when they are able to be refinanced at a lower cost. The proceeds from any such call or redemption pursuant to sinking fund provisions as well as proceeds from the sale of Bonds and from Bonds which mature in accordance with their terms, unless utilized to pay for Units tendered for redemption, will be distributed to Unitholders and will not be used to purchase additional Bonds for the Trust. Accordingly, any such call, redemption, sale or maturity will reduce the size and diversity of the Trust and the net annual interest income and may reduce the Estimated Current Return and the Estimated Long-Term Return. See "Interest, Estimated Long-Term Return and Estimated Current Return." The call, redemption, sale or maturity of Bonds also may have tax consequences to a Unitholder. See "Federal Tax Status." Information with respect to the call provisions and maturity dates of the Bonds is contained in "The Trust Fund--Portfolio."

To the best of the Sponsor's knowledge, there is no litigation pending as of the Initial Date of Deposit in respect of any Bond which might reasonably be expected to have a material adverse effect on the Trust Fund. At any time after the Initial Date of Deposit, litigation may be instituted on a variety of grounds with respect to the Bonds. The Sponsor is unable to predict whether any such litigation may be instituted, or if instituted, whether such litigation might have a material adverse effect on the Trust Fund. The Sponsor and the Trustee shall not be liable in any way for any default, failure or defect in any Bond.

RETIREMENT PLANS

Units of the Trust Fund may be well suited for purchase by Individual Retirement Accounts, Keogh Plans, pension funds and other qualified retirement plans, certain of which are briefly described below.

Generally, capital gains and income received under each of the foregoing plans are deferred from federal taxation. All distributions from such plans are generally treated as ordinary income but may, in some cases, be eligible for special income averaging or tax-deferred rollover treatment. Investors considering participation in any such plan should review specific tax laws related thereto and should consult their attorneys or tax advisers with respect to the establishment and maintenance of any such plan. Such plans are offered by brokerage firms and other financial institutions. The Trust Fund will waive the $1,000 minimum investment requirement for IRA accounts. The minimum investment is $250 for tax-deferred plans such as IRA accounts. Fees and charges with respect to such plans may vary.

Individual Retirement Account--IRA. Any individual under age 70 1/2 may contribute the lesser of $2,000 or 100% of compensation to an IRA annually. Such contributions are fully deductible if the individual (and spouse if filing jointly) are not covered by a retirement plan at work. The deductible amount an individual may contribute to an IRA will be reduced $10 for each $50 of adjusted gross income over $25,000 ($40,000 if married, filing jointly or $0 if married, filing separately), if either an individual or their spouse (if married, filing jointly) is an active participant in an employer maintained retirement plan. Thus, if an individual has adjusted gross income over $35,000 ($50,000 if married, filing jointly or $0 if married, filing separately) and if an individual or their spouse is an active participant in an employer maintained retirement plan, no IRA deduction is permitted. Under the Internal Revenue Code of 1986, as amended (the "Code"), an individual may make nondeductible contributions to the extent deductible contributions are not allowed. All

distributions from an IRA (other than the return of certain excess contributions) are treated as ordinary income for federal income taxation purposes provided that under the Code an individual need not pay tax on the return of nondeductible contributions. The amount includable in income for the taxable year is the portion of the amount withdrawn for the taxable year as the individual's aggregate deductible IRA contributions bear to the aggregate balance of all IRAs of the individual.

A participant's interest in an IRA must be, or commence to be, distributed to the participant not later than April 1 of the calendar year following the year during which the participant attains age 70 1/2. Distributions made before attainment of age 59 1/2, except in the case of the participant's death or disability, or where the amount distributed is to be rolled over to another IRA, or where the distributions are taken as a series of substantially equal periodic payments over the participant's life or life expectancy (or the joint lives or life expectancies of the participant and the designated beneficiary) are generally subject to a surtax in an amount equal to 10% of the distribution. The amount of such periodic payments may not be modified before the later of five years or attainment of age 59 1/2. Excess contributions are subject to an annual 6% excise tax.

IRA applications, disclosure statements and trust agreements are available from the Sponsor upon request.

Qualified Retirement Plans. Units of the Trust may be purchased by qualified pension or profit sharing plans maintained by corporations, partnerships or sole proprietors. The maximum annual contribution for a participant in a money purchase pension plan or to paired profit sharing and pension plans is the lesser of 25% of compensation or $30,000. Prototype plan documents for establishing qualified retirement plans are available from the Sponsor upon request.

Excess Distributions Tax. In addition to the other taxes due by reason of a plan distribution, a tax of 15% may apply to certain aggregate distributions from IRAs, Keogh plans, and corporate retirement plans to the extent such aggregate taxable distributions exceed specified amounts (generally $150,000, as adjusted) during a tax year. This 15% tax will not apply to distributions on account of death, qualified domestic relations orders or amounts eligible for tax-deferred rollover treatment. In general, for lump sum distributions the excess distributions over $750,000 (as adjusted) will be subject to the 15% tax.

The Trustee, Investors Fiduciary Trust Company, has agreed to act as custodian for certain retirement plan accounts. An annual fee of $12.00 per account, if not paid separately, will be assessed by the Trustee and paid through the liquidation of shares of the reinvestment account. An individual wishing the Trustee to act as custodian must complete a Kemper UIT/IRA application and forward it along with a check made payable to Investors Fiduciary Trust Company. Certificates for Individual Retirement Accounts cannot be issued.

DISTRIBUTION REINVESTMENT

Each Unitholder of the Trust may elect to have distributions of principal (including capital gains, if any) or interest or both automatically invested without charge in shares of any open-end mutual fund underwritten or advised by an affiliate of the Sponsor, Kemper Financial Services, Inc. (the "Kemper Funds"), other than those Kemper Funds sold with a contingent deferred sales charge.

If individuals indicate they wish to participate in the Reinvestment Program but do not designate a reinvestment fund, the Program Agent referred to below will contact such individuals to determine which reinvestment fund or funds they wish to elect. Since the portfolio securities and investment objectives of such Kemper Funds generally will differ significantly from that of the Trust Fund, Unitholders should carefully consider the consequences before selecting such Kemper Funds for reinvestment. Detailed information with respect to the investment objectives and the management of the Funds is contained in their respective prospectuses, which can be obtained from the Sponsor upon request. An investor should read the prospectus of the reinvestment fund selected prior to making the election to reinvest. Unitholders who desire to have

such distributions automatically reinvested should inform their broker at the time of purchase or should file with the Program Agent a written notice of election.

Unitholders who are receiving distributions in cash may elect to participate in distribution reinvestment by filing with the Program Agent an election to have such distributions reinvested without charge. Such election must be received by the Program Agent at least ten days prior to the Record Date applicable to any distribution in order to be in effect for such Record Date. Any such election shall remain in effect until a subsequent notice is received by the Program Agent. See "Unitholders--Distributions to Unitholders."

The Program Agent is Investors Fiduciary Trust Company. All inquiries concerning participation in distribution reinvestment should be directed to the Program Agent at P.O. Box 419430, Kansas City, Missouri 64173-0216, telephone (816) 474-8786.

INTEREST, ESTIMATED LONG-TERM RETURN AND ESTIMATED CURRENT RETURN

As of the opening of business on the Initial Date of Deposit, the Estimated Long-Term Return and the Estimated Current Return for the Trust Fund were as set forth in the "Essential Information." Estimated Current Return is calculated by dividing the estimated net annual interest income per Unit by the Public Offering Price. The estimated net annual interest income per Unit will vary with changes in fees and expenses of the Trustee, the Sponsor and the Evaluator and with the principal prepayment, redemption, maturity, exchange or sale of the Bonds while the Public Offering Price will vary with changes in the offering price of the underlying Bonds and with changes in the Purchased Interest and Daily Accrued Interest; therefore, there is no assurance that the present Estimated Current Return will be realized in the future. Estimated Long-Term Return is calculated using a formula which (1) takes into consideration, and determines and factors in the relative weightings of, the market values, yields (which takes into account the amortization of premiums and the accretion of discounts) and estimated retirements of all the Bonds in the Trust and (2) takes into account the expenses and sales charge associated with each Trust Unit. Since the market values and estimated retirements of the Bonds and the expenses of the Trust will change, there is no assurance that the present Estimated Long-Term Return will be realized in the future. Estimated Current Return and Estimated Long-Term Return are expected to differ because the calculation of Estimated Long-Term Return reflects the estimated date and amount of principal returned while Estimated Current Return calculations include only net annual interest income and Public Offering Price.

In order to acquire certain of the Bonds contracted for by the Trust Fund, it may be necessary for the Sponsor or Trustee to pay on the dates for delivery of such Bonds amounts covering accrued interest on such Bonds which exceed the amount which will be made available in the letter of credit furnished by the Sponsor on the Initial Date of Deposit. The Trustee has agreed to pay any amounts necessary to cover any such excess and will be reimbursed therefor, without interest, when funds become available from interest payments on the Bonds.

PUBLIC OFFERING OF UNITS

PUBLIC OFFERING PRICE. Units of the Trust Fund are offered at the Public Offering Price thereof. During the initial offering period, the Public Offering Price per Unit is equal to the aggregate of the offering side evaluations of the Bonds in the Trust Fund (as determined, pursuant to the terms of a contract with the Evaluator, by Muller Data Corporation, a non-affiliated firm regularly engaged in the business of evaluating, quoting or appraising comparable securities), plus or minus a pro rata share of (a) cash, if any, in the Principal Account held or owed by the Trust Fund (b) Purchased Interest and (c) Daily Accrued Interest plus the applicable sales charge referred to in the table below divided by the number of outstanding Units of the Trust Fund. The Public Offering Price for secondary market transactions, on the other hand, is based on the aggregate bid side evaluations of the Bonds in the Trust Fund (also, currently, as determined by Muller Data Corporation, plus or minus (a) cash, if any, in the Principal Account held or owned by the Trust Fund,

(b) Purchased Interest and (c) Daily Accrued Interest plus a sales charge based upon the dollar weighted average maturity of the Trust Fund.

The sales charge per Unit will be reduced during the initial offering period pursuant to the following graduated scale:

<TABLE>
<CAPTION>

	WEIGHTED AVERAGE YEARS TO MATURITY			
	7.5 TO 14.99		15 OR MORE	
NUMBER OF UNITS	PERCENT OF OFFERING PRICE	PERCENT OF NET AMOUNT INVESTED	PERCENT OF OFFERING PRICE	PERCENT OF NET AMOUNT INVESTED
<S>	<C>	<C>	<C>	<C>
1 to 9,999 Units..................................	3.9%	4.058%	4.2%	4.384%
10,000 to 24,999 Units............................	3.7	3.842	4.0	4.167
25,000 to 49,999 Units............................	3.5	3.627	3.8	3.950
50,000 to 99,999 Units............................	3.3	3.413	3.5	3.627
100,000 or more Units.............................	2.0	2.001	2.2	2.249

</TABLE>

As indicated above, in connection with secondary market transactions the sales charge is based upon the dollar weighted average maturity of the Trust Fund and is determined in accordance with the table set forth below. For purposes of this computation, Bonds will be deemed to mature on their expressed maturity dates unless: (a) the Bonds have been called for redemption or funds or securities have been placed in escrow to redeem them on an earlier call date, in which case such call date will be deemed to be the date upon which they mature; or (b) such Bonds are subject to a "mandatory tender," in which case such mandatory tender will be deemed to be the date upon which they mature. The effect of this method of sales charge computation will be that different sales charge rates will be applied to the Trust Fund based upon the dollar weighted average maturity of the Trust Fund's portfolio, in accordance with the following schedule:

<TABLE>
<CAPTION>

	PERCENT OF	PERCENT OF

DOLLAR WEIGHTED AVERAGE YEARS TO MATURITY	PUBLIC OFFERING PRICE	NET AMOUNT INVESTED
0 to .99 years..........................	0.00%	0.000%
1 to 3.99 years.........................	2.00	2.041
4 to 7.99 years.........................	3.50	3.627
8 to 14.99 years........................	4.50	4.712
15 or more years........................	5.50	5.820

In connection with secondary market transactions the sales charge per Unit will be reduced as set forth below:

	SECONDARY		
	DOLLAR WEIGHTED AVERAGE YEARS TO MATURITY*		
	4 TO 7.99	8 TO 14.99	15 OR MORE
DOLLAR AMOUNT OF TRADE	SALES CHARGE (PERCENT OF PUBLIC OFFERING PRICE)		
$1,000 to $99,999............................	3.50%	4.50%	5.50%
$100,000 to $499,999.........................	3.25	4.25	5.00
$500,000 to $999,999.........................	3.00	4.00	4.50
$1,000,000 or more...........................	2.75	3.75	4.00

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* If the dollar weighted average maturity of the Trust Fund is from 1 to 3.99 years, the sales charge is 2% and 1.5% of the Public Offering Price for purchases of $1,000 to $249,999 and $250,000 or more, respectively.

The reduced sales charges resulting from quantity discounts as shown on the tables above will apply to all purchases of Units on any one day by the same purchaser from the same Underwriter or dealer and for this purpose purchases of Units of the Trust Fund will be aggregated with concurrent purchases of Units of any other unit investment trust that may be offered by the Sponsor. Additionally, Units purchased in the name of a spouse or child (under 21) of such purchaser will be deemed to be additional purchases by such purchaser.

The reduced sales charges will also be applicable to a trust or other fiduciary purchasing for a single trust estate or single fiduciary account.

Unitholders of the various series of Kemper Insured Corporate Trust and Kemper Defined Funds Insured Corporate Series who meet the conditions in the next succeeding sentence may, during the primary offering period of the Trust, acquire Units of the Trust at the reduced sales charge equivalent to purchases during the initial offering period of 100,000 or more Units. First, the special sales charge discount only applies to purchases acquired with funds received from distributions of unscheduled principal payments in connection with units issued in such series and, second, the minimum purchase must be at least $1,000.

The Sponsor intends to permit officers, directors and employees of the Sponsor and Evaluator and at the discussion the Sponsor registered representatives of selling firms to purchase Units of the Trust without a sales charge, although a transaction processing fee may be imposed on such trades.

Had Units of the Trust Fund been available for sale at the opening of business on the Initial Date of Deposit, the Public Offering Price would have been as shown under "Essential Information." The Public Offering Price per Unit of the Trust Fund on the date of this Prospectus or on any subsequent date will vary from the amount stated under "Essential Information" in accordance with fluctuations in the prices of the underlying Bonds and the amount of accrued interest on the Units. On the Initial Date of Deposit, pursuant to an exemptive order from the Securities and Exchange Commission, the Public Offering Price at which Units will be sold will not exceed the price determined as of the opening of business on the Initial Date of Deposit as shown under "Essential Information"; however, should the value of the underlying Bonds decline, purchasers will, of course, be given the benefit of such lower price. The aggregate bid and offering side evaluations of the Bonds shall be determined (a) on the basis of current bid or offering prices of the Bonds, (b) if bid or offering prices are not available for any particular Bond, on the basis of current bid or offering prices for comparable bonds, (c) by determining the value of Bonds on the bid or offer side of the market by appraisal, or (d) by any combination of the above.

The foregoing evaluations and computations shall be made as of the evaluation time stated under "Essential Information," on each business day commencing with the Initial Date of Deposit of the Bonds, effective for all sales made during the preceding 24-hour period.

The interest on the Bonds deposited in the Trust Fund, less the related estimated fees and expenses, is estimated to accrue in the annual amounts per Unit set forth under "Essential Information." The amount of net interest income which accrues per Unit may change as Bonds mature or are redeemed, exchanged or sold, or as the expenses of the Trust Fund change or the number of outstanding Units of the Trust Fund changes.

Although payment is normally made five business days following the order for purchase, payment may be made prior thereto. A person will become the owner of Units on the First Settlement Date or any date of settlement thereafter provided payment has been received. Cash, if any, made available to the Sponsor prior to the date of settlement for the purchase of Units may be used in the Sponsor's business and may be deemed to be a benefit to the Sponsor, subject to the limitations of the Securities Exchange Act of 1934. If a Unitholder desires to have certificates representing Units purchased, such certificates will be delivered as soon as possible following his written request therefor. For information with respect to redemption of Units purchased, but as to which certificates requested have not been received, see "Redemption" below.

PURCHASED AND DAILY ACCRUED INTEREST. Accrued interest consists of two elements. The first element arises as a result of accrued interest which is the accumulation of unpaid interest on a bond from the later of the last day on which interest thereon was paid or the date of original issuance of the bond. Interest on the coupon Bonds in the Trust Fund is paid semi-annually to the Trust. A portion of the aggregate amount of such accrued interest on the Bonds in the Trust to the First Settlement Date of the Trust is referred to herein as "Purchased

Interest." Included in the Public Offering Price of the Trust Units is the Purchased Interest. In an effort to reduce the amount of Purchased Interest which would otherwise have to be paid by Unitholders, the Trustee may advance a portion of the accrued interest to the Sponsor as the Unitholder of record as of the First Settlement Date. The second element of accrued interest arises because the estimated net interest on the Units in the Trust Fund is accounted for daily on an accrual basis (herein referred to as "Daily Accrued Interest"). Because of this, the Units always have an amount of interest earned but not yet paid or reserved for payment. For this reason, the Public Offering Price of Units will include the proportionate share of Daily Accrued Interest to the date of settlement.

If a Unitholder sells or redeems all or a portion of his Units or if the Bonds are sold or otherwise removed or if the Trust Fund is liquidated, he will receive at that time his proportionate share of the Purchased Interest and Daily Accrued Interest computed to the settlement date in the case of sale or liquidation and to the date of tender in the case of redemption in the Trust Fund.

COMPARISON OF PUBLIC OFFERING PRICE AND REDEMPTION PRICE. While the initial Public Offering Price of Units will be determined on the basis of the current offering prices of the Bonds in the Trust, the redemption price per Unit (as well as the secondary market price per Unit) at which Units may be redeemed (see "Redemption") will be determined on the basis of the current bid prices of the Bonds. As of the opening of business on the Initial Date of Deposit, the Public Offering Price per Unit (based on the offering prices of the Bonds in the Trust and including the sales charge) exceeded the redemption price at which Units could have been redeemed (based upon the current bid prices of the Bonds in the Trust) by the amount shown under "Essential Information." In the past, bid prices on bonds similar to those in the Trust Fund have been lower than the offering prices thereof by as much as 3% or more of principal amount in the case of inactively traded bonds or as little as 1/2 of 1% in the case of actively traded bonds, but the difference between such offering and bid prices may be expected to average 1% to 2% of principal amount. For this reason, among others (including fluctuations in the market prices of the Bonds and the fact that the Public Offering Price includes a sales charge), the amount realized by a Unitholder upon any redemption of Units may be less than the price paid for such Units.

PUBLIC DISTRIBUTION OF UNITS. The Sponsor intends to qualify the Units for sale in a number of states. Units will be sold through dealers who are members of the National Association of Securities Dealers, Inc. and through others. Sales may be made to or through dealers at prices which represent discounts from the Public Offering Price as set forth below. Certain commercial banks are making Units of the Trust Fund available to their customers on an agency basis. A portion of the sales charge paid by their customers is retained by or remitted to the banks in the amounts shown in the table below. Under the Glass-Steagall Act, banks are prohibited from underwriting Trust Fund Units; however, the Glass-Steagall Act does permit certain agency transactions and the banking regulators have indicated that these particular agency transactions are permitted under such Act. In addition, state securities laws on this issue may differ from the interpretations of federal law expressed herein and banks and financial institutions may be required to register as dealers pursuant to state law. The Sponsor reserves the right to change the discounts set forth below from time to time. In addition to such discounts, the Sponsor may, from time to time, pay or allow an additional discount, in the form of cash or other compensation, to dealers employing registered representatives who sell, during a specified time

period, a minimum dollar amount of Units of the Trust and other unit investment trusts created by the Sponsor. The difference between the discount and the sales charge will be retained by the Sponsor.

<TABLE>
<CAPTION>

	PRIMARY MARKET							
			VOLUME DISCOUNTS PER UNIT*					
	REGULAR CONCESSION OR AGENCY COMMISSION		FIRM SALES OR SALE ARRANGEMENTS 25,000 TO 49,999		FIRM SALES OR SALE ARRANGEMENTS 50,000 TO 99,999		FIRM SALES OR SALE ARRANGEMENTS 100,000 OR MORE	
	WEIGHTED AVERAGE YEARS TO MATURITY							
NUMBER OF $10 UNITS	7.5 TO 14.99	15 OR MORE	7.5 TO 14.99	15 OR MORE	7.5 TO 14.99	15 OR MORE	7.5 TO 14.99	15 OR MORE
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
1 to 9,999 Units.......................	2.70%	3.00%	2.80%	3.10%	2.90%	3.20%	3.00%	3.30%
10,000 to 24,999 Units.................	2.50	2.80	2.60	2.90	2.70	3.00	2.80	3.10
25,000 to 49,999 Units.................	2.30	2.60	2.40	2.70	2.50	2.80	2.60	2.90
50,000 to 99,999.......................	2.20	2.40	2.30	2.60	2.30	2.60	2.30	2.60
100,000 or more Units..................	1.10	1.20	1.20	1.30	1.20	1.30	1.20	1.30

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*Volume concessions can be earned during the initial one month period after the Initial Date of Deposit by firms who reach cumulative firm sales or sales arrangement levels of at least $250,000. After a firm has met the minimum $250,000 volume level, volume concessions will be given on all trades originated from or by that firm, including those placed prior to reaching the $250,000 level, and will continue to be given during the entire initial offering period. Firm sales of any corporate trust series issued simultaneously can be combined for the purposes of achieving the volume discount. Only sales through Kemper qualify for volume discounts and secondary purchases do not apply. Kemper Unit Investment Trusts reserves the right to modify or change those parameters at any time with respect to any party and may offer these concessions only for direct marketing and advertising of unit investment trusts sponsored by Kemper Unit Investment Trusts.

<TABLE>
<CAPTION>

	SECONDARY MARKET		
	DOLLAR WEIGHTED AVERAGE YEARS TO MATURITY*		
	4 TO 7.99	8 TO 14.99	15 OR MORE
DOLLAR AMOUNT OF TRADE	DISCOUNT PER UNIT (PERCENT OF PUBLIC OFFERING PRICE)		
<S>	<C>	<C>	<C>
$1,000 to $99,999................................	2.00%	3.00%	4.00%
$100,000 to $499,999.............................	1.75	2.75	3.50
$500,000 to $999,999.............................	1.50	2.50	3.00
$1,000,000 or more...............................	1.25	2.25	2.50

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* If the dollar weighted average maturity of the Trust Fund is from 1 to 3.99 years, the concession or agency commission is 1.00% of the Public Offering Price.

The Sponsor reserves the right to reject, in whole or in part, any order for the purchase of Units.

PROFITS OF SPONSOR. The Sponsor will receive gross sales charges equal to the percentage of the Public Offering Price of the Units of the Trust stated under

"Public Offering Price" and will pay a fixed portion of such sales charges to dealers and agents. In addition, the Sponsor may realize a profit or a loss resulting from the difference between the purchase prices of the Bonds to the Sponsor and the cost of such Bonds to the Trust Fund, which is based on the offering side evaluation of the Bonds. See "The Trust Fund--Portfolio." The Sponsor may also realize profits or losses with respect to Bonds deposited in the Trust which were acquired from underwriting syndicates of which the Sponsor was a member. An underwriter or underwriting syndicate purchases bonds from the issuer on a negotiated or competitive bid basis, as principal, with the motive of marketing such bonds to investors at a profit. The Sponsor may realize additional profits or losses during the initial offering period on unsold Units as a result of changes in the daily evaluation of the Bonds in the Trust.

MARKET FOR UNITS

After the initial offering period, while not obligated to do so, the Sponsor intends to, subject to change at any time, maintain a market for Units of the Trust offered hereby and to continuously offer to purchase said Units at prices, determined by the Evaluator, based on the aggregate bid prices of the underlying Bonds, together with Purchased Interest and Daily Accrued Interest to the expected dates of settlement. To the extent that a market is maintained during the initial offering period, the prices at which Units will be repurchased will be based upon the aggregate offering side evaluation of the Bonds in the Trust. The aggregate bid prices of the underlying Bonds are expected to be less than the related aggregate offering prices (which is the evaluation method used during the initial public offering period). Accordingly, Unitholders who wish to dispose of their Units should inquire of their broker as to current market prices in order to determine whether there is in existence any price in excess of the Redemption Price and, if so, the amount thereof.

The offering price of any Units resold by the Sponsor will be in accord with that described in the currently effective prospectus describing such Units. Any profit or loss resulting from the resale of such Units will belong to the Sponsor. The Sponsor may suspend or discontinue purchases of Units if the supply of Units exceeds demand, or for other business reasons.

REDEMPTION

A Unitholder who does not dispose of Units in the secondary market described above may cause Units to be redeemed by the Trustee by making a written request to the Trustee, Investors Fiduciary Trust Company, P.O. Box 419430, Kansas City, Missouri, 64173-0216 and, in the case of Units evidenced by a certificate, by tendering such certificate to the Trustee, properly endorsed or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee. Unitholders must sign the request, and such certificate or transfer instrument, exactly as their names appear on the records of the Trustee and on any certificate representing the Units to be redeemed. If the amount of the redemption is $25,000 or less and the proceeds are payable to the Unitholder(s) of record at the address of record, no signature guarantee is necessary for redemptions by individual account owners (including joint owners). Additional documentation may be requested, and a signature guarantee is always required, from corporations, executors, administrators, trustees, guardians or associations. The signatures must be guaranteed by a participant in the Securities Transfer Agents Medallion Program ("STAMP") or such other signature guaranty program in addition to, or in substitution for, STAMP, as may be accepted by the Trustee. A certificate should only be sent by registered or certified mail for the protection of the Unitholder. Since tender of the certificate is required for redemption when one has been issued, Units represented by a certificate cannot be redeemed until the certificate representing such Units has been received by the purchasers.

Redemption shall be made by the Trustee on the seventh calendar day following the day on which a tender for redemption is received, or if the seventh calendar day is not a business day, on the first business day prior thereto (the "Redemption Date") by payment of cash equivalent to the Redemption Price for the Trust Fund, determined as set forth below under "Computation of Redemption Price," as of the evaluation time stated under "Essential Information," next following such tender, multiplied by the number of Units being redeemed. Any Units redeemed shall be cancelled and any undivided fractional interest in the Trust Fund extinguished. The price received upon redemption might be more or less than the amount paid by the Unitholder depending on the value of the Bonds in the Trust Fund at the time of redemption.

Under regulations issued by the Internal Revenue Service, the Trustee is required to withhold a certain percentage of the principal amount of a Unit redemption if the Trustee has not been furnished the redeeming Unitholder's tax identification number in the manner required by such regulations. Any amount so withheld is transmitted to the Internal Revenue Service and may be recovered by the Unitholder only when filing a tax return. Under normal circumstances the Trustee obtains the Unitholder's tax identification number from the selling broker. However, any time a Unitholder elects to tender Units for redemption, such Unitholder should make sure that the Trustee has been provided a certified tax identification number in order to avoid this possible "backup withholding." In the event the Trustee has not been previously provided such number, one must be provided at the time redemption is requested.

Any amounts paid on redemption representing interest shall be withdrawn from the Interest Account to the extent that funds are available for such purpose. All other amounts paid on redemption shall be withdrawn from the Principal Account. The Trustee is empowered to sell Bonds in order to make funds available for the redemption of Units. Such sale may be required when Bonds would not otherwise be sold and might result in lower prices than might otherwise be realized. To the extent Bonds are sold, the size and diversity of a Trust Fund will be reduced.

The right of redemption may be suspended and payment postponed (1) for any period during which the New York Stock Exchange is closed, other than customary weekend and holiday closings, or during which (as determined by the Securities and Exchange Commission) trading on the New York Stock Exchange is restricted; (2) for any period during which an emergency exists as a result of which disposal by the Trustee of Bonds is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the underlying Bonds in accordance with the Trust Agreement; or (3) for such other period as the Securities and Exchange Commission may by order permit. The Trustee is not liable to any person in any way for any loss or damage which may result from any such suspension or postponement.

COMPUTATION OF REDEMPTION PRICE. The Redemption Price for Units is computed by the Evaluator as of the evaluation time stated under "Essential Information" next occurring after the tendering of a Unit for redemption and on any other business day desired by it, by:

A. adding: (1) the cash on hand in the Trust other than cash deposited in the Trust to purchase Bonds not applied to the purchase of such Bonds; (2) the aggregate value of each issue of the Bonds (including "when issued" contracts, if any) held in the Trust as determined by the Evaluator on the basis of bid prices therefor; and (3) Purchased and Daily Accrued Interest;

B. deducting therefrom (1) amounts representing any applicable taxes or governmental charges payable out of the Trust Fund and for which no deductions have been previously made for the purpose of additions to the Reserve Account described under "Expenses of the Trust"; (2) an amount representing estimated accrued expenses of the Trust Fund, including but not limited to fees and expenses of the Trustee (including legal and auditing fees), the Sponsor and the Evaluator; (3) cash held for distribution to Unitholders of record as of the business day prior to the evaluation being made; and (4) other liabilities incurred by the Trust Fund; and

C. finally dividing the results of such computation by the number of Units of the Trust Fund outstanding as of the date thereof.

UNITHOLDERS

OWNERSHIP OF UNITS. Ownership of Units of the Trust will not be evidenced by certificates unless a Unitholder or the Unitholder's registered broker/dealer makes a written request to the Trustee.

Units are transferable by making a written request to the Trustee and, in the case of Units evidenced by a certificate, by presenting and surrendering such certificate to the Trustee properly endorsed or accompanied by a written instrument or instruments of transfer which should be sent by registered or certified mail for the protection of the Unitholder. Unitholders must sign such written request, and such certificate or transfer instrument (if applicable), exactly as their names appear on the records of the Trustee and on any certificate representing the Units to be transferred. Such signatures must be guaranteed by a participant in the Securities

Transfer Agents Medallion Program ("STAMP") or such other signature guaranty program in addition to, or in substitution for, STAMP, as may be accepted by the Trustee. In certain instances the Trustee may require additional documents such as, but not limited to, trust instruments, certificates of death, appointments as executor or administrator or certificates of corporate authority.

Units may be purchased and certificates, if requested, will be issued in denominations of one Unit or any whole Unit multiple thereof subject to any minimum investment requirement established by the Sponsor from time to time. However, in connection with qualified plans in which Investors Fiduciary Trust Company acts as trustee, fractional units (to three decimal places) will be permitted. Any certificate issued will be numbered serially for identification, issued in fully registered form and will be transferable only on the books of the Trustee. The Trustee may require a Unitholder to pay a reasonable fee, to be determined in the sole discretion of the Trustee, for each certificate re-issued or transferred and to pay any governmental charge that may be imposed in connection with each such transfer or interchange. The Trustee at the present time does not intend to charge for the normal transfer or interchange of certificates. Destroyed, stolen, mutilated or lost certificates will be replaced upon delivery to the Trustee of satisfactory indemnity (generally amounting to 3% of the market value of the Units), affidavit of loss, evidence of ownership and payment of expenses incurred.

DISTRIBUTIONS TO UNITHOLDERS. Interest Distributions: Interest received by the Trust, including any portion of the proceeds from a disposition of Bonds which represents accrued interest, is credited by the Trustee to the Interest Account. All other receipts are credited by the Trustee to a separate Principal Account. The Trustee normally has no cash for distribution to Unitholders until it receives interest payments on the Bonds in the Trust Fund. Since interest usually is paid semi-annually, during the initial months of the Trust, the Interest Account, consisting of accrued but uncollected interest and collected interest (cash), will be predominantly the uncollected accrued interest that is not available for distribution. On the date set forth under "Essential Information," the Trustee will commence distributions, in part from funds advanced by the Trustee.

Thereafter, assuming the Trust Fund retains its original size and composition, after deduction of the fees and expenses of the Trustee, Sponsor and Evaluator and reimbursements (without interest) to the Trustee for any amounts advanced to the Trust Fund, the Trustee will normally distribute on each Interest Distribution Date (the fifteenth of the month) or shortly thereafter to Unitholders of record of the Trust Fund on the preceding Record Date (the first day of each month). Unitholders will receive an amount substantially equal to one-twelfth of such holders' pro rata share of the estimated net annual interest income to the Interest Account.

Persons who purchase Units between a Record Date and a Distribution Date will receive their first distribution on the second Distribution Date following their purchase of Units. Since interest on the Bonds is payable at varying intervals, usually in semi-annual installments, and distributions of income are made to Unitholders at different intervals from receipt of interest, the interest accruing to a Trust Fund may not be equal to the amount of money received and available for distribution from the Interest Account. Therefore, on each Distribution Date the amount of interest actually deposited in the Interest Account and available for distribution may be slightly more or less than the interest distribution made. In order to eliminate fluctuations in interest distributions resulting from such variances, the Trustee is authorized by the Trust Agreement to advance such amounts as may be necessary to provide interest distributions of approximately equal amounts. The Trustee will be reimbursed, without interest, for any such advances from funds available in the Interest Account.

Principal Distributions. The Trustee will distribute on each Distribution Date or shortly thereafter, to each Unitholder of record of the Trust Fund on the preceding Record Date, an amount substantially equal to such holder's pro rata share of the cash balance, if any, in the Principal Account computed as of the close of business on the preceding Record Date. However, no distribution will be required if the balance in the Principal Account is less than $1.00 per 100 Units.

STATEMENTS TO UNITHOLDERS. With each distribution, the Trustee will furnish or cause to be furnished to each Unitholder a statement of the amount of interest and the amount of other receipts, if any, which are being distributed, expressed in each case as a dollar amount per Unit.

The accounts are required to be audited annually, at the Trust Fund's expense, by independent auditors designated by the Sponsor, unless the Trustee determines that such an audit would not be in the best interest of the Unitholders. The accountants' report will be furnished by the Trustee to any Unitholder upon written request. Within a reasonable period of time after the end of each calendar year, the Trustee shall furnish to each person who at any time during the calendar year was a Unitholder a statement, covering the calender year, setting forth:

A. As to the Interest Account: (1) The amount of interest received on the Bonds, including amounts received as a portion of the proceeds of any disposition of the Bonds; (2) the amount paid from the Interest Account representing accrued interest of any Units redeemed; (3) the deductions from the Interest Account for applicable taxes, if any, fees and expenses (including auditing fees) of the Trustee, the Sponsor and the Evaluator; (4) any amounts credited by the Trustee to the Reserve Account described under "Expenses of the Trust"; and (5) the net amount remaining after such payments and deductions, expressed both as a total dollar amount and a dollar amount per Unit outstanding on the last business day of such calendar year; and B. As to the Principal Account: (1) The dates of the maturity, liquidation or redemption of any of the Bonds and the net proceeds received therefrom excluding any portion credited to the Interest Account; (2)

the amount paid from the Principal Account representing the principal of any Units redeemed; (3) the deductions from the Principal Account for payment of applicable taxes, if any, fees and expenses (including auditing fees) of the Trustee, the Sponsor and the Evaluator; (4) any amounts credited by the Trustee to the Reserve Account described under "Expenses of the Trust"; and (5) the net amount remaining after distributions of principal and deductions, expressed both as a dollar amount and as a dollar amount per Unit outstanding on the last business day of the calendar year; and C. The following information: (1) A list of the Bonds as of the last business day of such calendar year; (2) the number of Units outstanding on the last business day of such calendar year; (3) the Redemption Price based on the last evaluation made during such calendar year; and (4) the amount actually distributed during such calendar year from the Interest and Principal Accounts separately stated, expressed both as total dollar amounts and as dollar amounts per Unit outstanding on the Record Dates for each such distribution.

RIGHTS OF UNITHOLDERS. A Unitholder may at any time tender Units to the Trustee for redemption. The death or incapacity of any Unitholder will not operate to terminate the Trust nor entitle legal representatives or heirs to claim an accounting or to bring any action or proceeding in any court for partition or winding up of the Trust.

No Unitholder shall have the right to control the operation and management of the Trust in any manner, except to vote with respect to the amendment of the Trust Agreement or termination of the Trust.

INVESTMENT SUPERVISION

The Sponsor may not alter the portfolio of the Trust by the purchase, sale or substitution of Bonds, except in the special circumstances noted below and as indicated earlier under "Trust Portfolio" regarding the substitution of Replacement Bonds for any Failed Bonds. Thus, with the exception of the redemption or maturity of Bonds in accordance with their terms, the assets of the Trust Fund will remain unchanged under normal circumstances.

The Sponsor may direct the Trustee to dispose of Bonds the value of which has been affected by certain adverse events including institution of certain legal proceedings or decline in price or the occurrence of other market factors, including advance refunding, so that in the opinion of the Sponsor the retention of such Bonds

in the Trust Fund would be detrimental to the interest of the Unitholders. The proceeds from any such sales, exclusive of any portion which represents accrued interest, will be credited to the Principal Account of the Trust Fund for distribution to the Unitholders.

The Sponsor is required to instruct the Trustee to reject any offer made by an issuer of Bonds to issue new obligations in exchange or substitution for any of such Bonds pursuant to a refunding or refinancing plan, except that the Sponsor may instruct the Trustee to accept or reject such an offer or to take any other action with respect thereto as the Sponsor may deem proper if (1) the issuer is in default with respect to such Bonds or (2) in the written opinion of the Sponsor the issuer will probably default with respect to such Bonds in the reasonably foreseeable future. Any obligation so received in exchange or substitution will be held by the Trustee subject to the terms and conditions of the Trust Agreement to the same extent as Bonds originally deposited thereunder. Within five days after the deposit of obligations in exchange or substitution for underlying Bonds, the Trustee is required to give notice thereof to each Unitholder, identifying the Bonds eliminated and the Bonds substituted therefor.

The Trustee may sell Bonds, designated by the Sponsor, from the Trust Fund for the purpose of redeeming Units of the Trust Fund tendered for redemption and the payment of expenses.

ADMINISTRATION OF THE TRUST

THE TRUSTEE. The Trustee, Investors Fiduciary Trust Company, is a trust company specializing in investment related services, organized and existing under the laws of Missouri, having its trust office at 127 West 10th Street, Kansas City, Missouri 64105. The Trustee is subject to supervision and examination by the Division of Finance of the State of Missouri and the Federal Deposit Insurance Corporation. Investors Fiduciary Trust Company is jointly owned by DST Systems, Inc. and Kemper Financial Services, Inc., an affiliate of the Sponsor.

The Trustee, whose duties are ministerial in nature, has not participated in selecting the portfolio of any Trust. For information relating to the responsibilities of the Trustee under the Trust Agreement, reference is made to the material set forth under "Unitholders."

In accordance with the Trust Agreement, the Trustee shall keep records of all transactions at its office. Such records shall include the name and address of, and the number of Units held by, every Unitholder of the Trust. Such books and records shall be open to inspection by any Unitholder of the Trust Fund at all reasonable times during usual business hours. The Trustee shall make such annual or other reports as may from time to time be required under any applicable state or federal statute, rule or regulation. The Trustee shall keep a certified copy or duplicate original of the Trust Agreement on file in its office available for inspection at all reasonable times during usual business hours by any Unitholder, together with a current list of the Bonds held in the Trust Fund. Pursuant to the Trust Agreement, the Trustee may employ one or more agents for the purpose of custody and safeguarding of the Bonds comprising the Trust Fund.

Under the Trust Agreement, the Trustee or any successor trustee may resign and be discharged of the trust created by the Trust Agreement by executing an instrument in writing and filing the same with the Sponsor.

The Trustee or successor trustee must mail a copy of the notice of resignation to all Unitholders then of record, not less than 60 days before the date specified in such notice when such resignation is to take effect. The Sponsor upon receiving notice of such resignation is obligated to appoint a successor trustee promptly. If, upon such resignation, no successor trustee has been appointed and has accepted the appointment within 30 days after notification, the retiring Trustee may apply to a court of competent jurisdiction for the appointment of a successor. In case the Trustee becomes incapable of acting or is adjudged a bankrupt or is taken over by public authorities, the Sponsor may remove the Trustee and appoint a successor trustee as provided in the Trust Agreement. Notice of such removal and appointment shall be mailed to each Unitholder by the Sponsor.

Upon execution of a written acceptance of such appointment by such successor trustee, all the rights, powers, duties and obligations of the original Trustee shall vest in the successor. The Trustee must be a corporation organized under the laws of the United States, or any state thereof, be authorized under such laws to exercise trust powers and have at all times an aggregate capital, surplus and undivided profits of not less than $5,000,000.

THE SPONSOR. The Sponsor, Kemper Unit Investment Trusts, with an office at 77 West Wacker Drive, 5th Floor, Chicago, Illinois 60601, (800) 621-5024, is a service of Kemper Securities, Inc., which is a wholly-owned subsidiary of Kemper Financial Companies, Inc. which, in turn, is a wholly-owned subsidiary of Kemper Corporation. The Sponsor acts as underwriter of a number of other Kemper unit investment trusts and will act as underwriter of any other unit investment trust products developed by the Sponsor in the future. As of April 30, 1993, the total stockholder's equity of Kemper Securities, Inc. was $426,125,017 (unaudited).

If at any time the Sponsor shall fail to perform any of its duties under the Trust Agreement or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or shall have its affairs taken over by public authorities, then the Trustee may (a) appoint a successor sponsor at rates of compensation deemed by the Trustee to be reasonable and not exceeding such reasonable amounts as may be prescribed by the Securities and Exchange Commission, or (b) terminate the Trust Agreement and liquidate the Trust Fund as provided therein or (c) continue to act as Trustee without terminating the Trust Agreement.

The foregoing financial information with regard to the Sponsor relates only to the Sponsor and not to the Trust Fund. Such information is included in this Prospectus only for the purpose of informing investors as to the financial responsibility of the Sponsor and its ability to carry out its contractual obligations with respect to the Trust Fund. More comprehensive financial information can be obtained upon request from the Sponsor.

THE EVALUATOR. The Sponsor also serves as Evaluator. The Evaluator may resign or be removed by the Trustee in which event the Trustee is to use its best efforts to appoint a satisfactory successor. Such resignation or removal shall become effective upon acceptance of appointment by the successor evaluator. If upon resignation of the Evaluator no successor has accepted appointment within 30 days after notice of resignation, the Evaluator may apply to a court of competent jurisdiction for the appointment of a successor. Notice of such resignation or removal and appointment shall be mailed by the Trustee to each Unitholder. At the present time, pursuant to a contract with the Evaluator, Muller Data Corporation, a non-affiliated firm regularly engaged in the business of evaluating, quoting or appraising comparable securities, provides, for both the initial offering period and secondary market transactions, portfolio evaluations of the Bonds in the Trust Fund which are then reviewed by the Evaluator. In the event the Sponsor is unable to obtain current evaluations from Muller Data Corporation, it may make its own evaluations or it may utilize the services of any other non-affiliated evaluator or evaluators it deems appropriate.

AMENDMENT AND TERMINATION. The Trust Agreement may be amended by the Trustee and the Sponsor without the consent of any of the Unitholders: (1) to cure any ambiguity or to correct or supplement any provision which may be defective or inconsistent; (2) to change any provision thereof as may be required by the Securities and Exchange Commission or any successor governmental agency; or (3) to make such provisions as shall not adversely affect the interests of the

Unitholders (as determined in good faith by the Sponsor and the Trustee). The Trust Agreement may also be amended in any respect by the Sponsor and the Trustee, or any of the provisions thereof may be waived, with the consent of the holders of Units representing 66 2/3% of the Units then outstanding of the Trust Fund, provided that no such amendment or waiver will reduce the interest of any Unitholder thereof without the consent of such Unitholder or reduce the percentage of Units required to consent to any such amendment or waiver without the consent of all Unitholders of the Trust. Except in accordance with the provisions of the Trust Agreement, in no event shall the Trust Agreement be amended to increase the number of Units of the Trust issuable thereunder or to permit the acquisition of

any Bonds in addition to or in substitution for those initially deposited in the Trust Fund (other than as provided in the Trust Agreement). The Trustee shall promptly notify Unitholders of the substance of any such amendment.

The Trust Agreement provides that the Trust Fund shall terminate upon the maturity, redemption or other disposition of the last of the Bonds held in the Trust Fund, but in no event later than the Mandatory Termination Date set forth under "Essential Information." If the value of the Trust Fund shall be less than the applicable minimum value stated under "Essential Information" (40% of the aggregate principal amount of Bonds deposited in the Trust), the Trustee may, in its discretion, and shall, when so directed by the Sponsor, terminate the Trust Fund. The Trust Fund may be terminated at any time by the holders of Units representing 66 2/3% of the Units thereof then outstanding. In the event of termination of the Trust Fund, written notice thereof will be sent by the Trustee to all Unitholders of the Trust Fund. Within a reasonable period after termination, the Trustee will sell any Bonds remaining in the Trust Fund and, after paying all expenses and charges incurred by the Trust Fund, will distribute to Unitholders thereof (upon surrender for cancellation of certificates for Units, if issued) their pro rata share of the balances remaining in the Interest and Principal Accounts of the Trust Fund.

LIMITATIONS ON LIABILITY. The Sponsor: The Sponsor is liable for the performance of its obligations arising from its responsibilities under the Trust Agreement, but will be under no liability to the Unitholders for taking any action or refraining from any action in good faith pursuant to the Trust Agreement or for errors in judgment, except in cases of its own gross negligence, bad faith or willful misfeasance in the performance of its duties or by reason of its reckless disregard of its obligations and duties under the Trust Agreement. The Sponsor shall not be liable or responsible in any way for depreciation or loss incurred by reason of the sale of any Bonds.

The Trustee. The Trust Agreement provides that the Trustee shall be under no liability for any action taken in good faith in reliance upon prima facie properly executed documents or for the disposition of monies, Bonds or certificates except by reason of its own gross negligence, bad faith or willful misfeasance in the performance of its duties or by reason of its reckless disregard of its obligations and duties under the Trust Agreement. The Trustee shall not be liable or responsible in any way for depreciation or loss incurred by reason of the sale by the Trustee of any Bonds. In the event that the Sponsor shall fail to act, the Trustee may act and shall not be liable for any such action taken by it in good faith. The Trustee shall not be personally liable for any taxes or other governmental charges imposed upon or in respect of the Bonds or upon the interest thereon.

The Evaluator: The Trustee and Unitholders may rely on any evaluation furnished by the Evaluator and shall have no responsibility for the accuracy thereof. The Trust Agreement provides that the determinations made by the Evaluator shall be made in good faith upon the basis of the best information available to it, provided, however, that the Evaluator shall be under no liability to the Trustee or Unitholders for errors in judgment, but shall be liable only for its gross negligence, bad faith or willful misfeasance in the performance of its duties or by reason of its reckless disregard of its obligations and duties under the Trust Agreement.

EXPENSES OF THE TRUST

The Sponsor will not charge the Trust any fees for services performed as Sponsor, except that the Sponsor shall receive an annual surveillance fee, which is not to exceed the amount set forth under "Essential Information," for providing portfolio surveillance services for the Trust. Such fee (which is based on the largest number of Units outstanding during each year) may exceed the actual costs of providing such surveillance services for the Trust, but at no time will the total amount received for portfolio surveillance services rendered to the Trust and to any other unit investment trusts sponsored by the Sponsor for which it provides portfolio surveillance services in any calendar year exceed the aggregate cost to the Sponsor of supplying such services

in such year. The foregoing fees may be increased without approval of the

Unitholders by amounts not exceeding proportionate increases under the category "All Services Less Rent of Shelter" in the Consumer Price Index published by the United States Department of Labor or, if such category is no longer published, in a comparable category. The Sponsor will receive a portion of the sales commissions paid in connection with the purchase of Units and will retain the profits, if any, related to the deposit of Bonds in the Trust Fund. The Sponsor has borne all the expenses of creating and establishing the Trust including the cost of the initial preparation, printing and execution of the Prospectus, Trust Agreement and certificates, legal and accounting expenses, advertising and selling expenses, payment of closing fees, the expenses of the Trustee, evaluation fees relating to the deposit and other out-of-pocket expenses.

The Trustee receives for its services the fee set forth under "Essential Information." The Trustee fee which is calculated monthly is based on the largest aggregate principal amount of Bonds in the Trust Fund at any time during the period. Funds that are available for future distributions, redemptions and payment of expenses are held in accounts which are non-interest bearing to Unitholders and are available for use by the Trustee pursuant to normal banking procedures; however, the Trustee is also authorized by the Trust Agreement to make from time to time certain non-interest bearing advances to the Trust Fund. The Trustee's fee is payable on or before each Distribution Date. See "Unitholders -- Distributions to Unitholders."

For evaluation of the Bonds, the Evaluator shall receive a fee, payable monthly, calculated on the basis of that annual rate set forth under "Essential Information," based upon the largest aggregate principal amount of Bonds in the Trust Fund at any time during such monthly period.

The Trustee's fees, the Evaluator's fees and the surveillance fees are deducted from the Interest Account of the Trust Fund to the extent funds are available and then from the Principal Account. Such fees may be increased without approval of Unitholders by amounts not exceeding a proportionate increase in the Consumer Price Index entitled "All Services Less Rent of Shelter," published by the United States Department of Labor, or any equivalent index substituted therefor.

The following additional charges are or may be incurred by the Trust Fund: (a) fees for the Trustee's extraordinary services; (b) expenses of the Trustee (including legal and auditing expenses, but not including any fees and expenses charged by any agent for custody and safeguarding of Bonds); (c) various governmental charges; (d) expenses and costs of any action taken by the Trustee to protect the Trust or the rights and interests of the Unitholders; (e) indemnification of the Trustee for any loss, liability or expense incurred by it in the administration of the Trust not resulting from gross negligence, bad faith or willful misconduct on its part; (f) indemnification of the Sponsor for any loss, liability or expense incurred in acting in that capacity without gross negligence, bad faith or willful misconduct; and (g) expenditures incurred in contacting Unitholders upon termination of the Trust Fund. The fees and expenses set forth herein are payable out of the Trust and, when owing to the Trustee, are secured by a lien on the Trust.

Fees and expenses of the Trust Fund shall be deducted from the Interest Account thereof, or, to the extent funds are not available in such Account, from the Principal Account. The Trustee may withdraw from the Principal Account or the Interest Account such amounts, if any, as it deems necessary to establish a reserve for any taxes or other governmental charges or other extraordinary expenses payable out of the Trust. Amounts so withdrawn shall be credited to a separate account maintained for the Trust Fund known as the Reserve Account and shall not be considered a part of the Trust Fund when determining the value of the Units until such time as the Trustee shall return all or any part of such amounts to the appropriate account.

LEGAL OPINIONS

The legality of the Units offered hereby and certain matters relating to Federal tax law have been passed upon by Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603, as counsel for the Sponsor.

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

The statement of condition and the related bond portfolio at the Initial Date of Deposit included in this Prospectus have been audited by Grant Thornton, independent certified public accountants, as set forth in their report in the Prospectus, and are included herein in reliance upon the authority of said firm as experts in accounting and auditing.

DESCRIPTION OF RATINGS*

STANDARD & POOR'S CORPORATION. -- A brief description of the applicable Standard & Poor's Corporation rating symbols and their meanings follow:

A Standard & Poor's corporate or municipal bond rating is a current assessment of the creditworthiness of an obligor with respect to a specific debt obligation. This assessment may take into consideration obligors such as guarantors, insurers, or lessees.

The bond rating is not a recommendation to purchase, sell or hold a security, inasmuch as it does not comment as to market price or suitability for a particular investor.

The ratings are based on current information furnished by the issuer and obtained by Standard & Poor's from other sources it considers reliable. Standard & Poor's does not perform an audit in connection with any rating and may, on occasion, rely on unaudited financial information. The ratings may be changed, suspended, or withdrawn as a result of changes in, or unavailability of, such information, or for other circumstances.

The ratings are based, in varying degrees, on the following considerations:

I. Likelihood of default -- capacity and willingness of the obligor as to the timely payment of interest and repayment of principal in accordance with the terms of the obligation;

II. Nature of and provisions of the obligation;

III. Protection afforded by, and relative position of, the obligation in the event of bankruptcy, reorganization or other arrangement, under the laws of bankruptcy and other laws affecting creditors' rights.

AAA -- Bonds rated AAA have the highest rating assigned by Standard & Poor's to a debt obligation. Capacity to pay interest and repay principal is extremely strong.

AA -- Bonds rated AA have a very strong capacity to pay interest and repay principal and differ from the highest rated issues only in small degree.

A -- Bonds rated A have a strong capacity to pay interest and repay principal although they are somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than bonds in higher rated categories.

BBB -- Bonds rated BBB are regarded as having an adequate capacity to pay interest and repay principal. Whereas they normally exhibit adequate protection parameters, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity to pay interest and repay principal for bonds in this category than for bonds in higher rated categories.

Bonds rated 'BB,' 'B,' 'CCC,' 'CC,' and 'C' are regarded as having predominantly speculative characteristics with respect to capacity to pay interest and repay principal.

'BB' indicates the least degree of speculation and 'C,' the highest degree of speculation. While such Bonds will likely have some quality and protective characteristics, these are outweighed by large uncertainties or major risk exposures to adverse conditions.

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* As described by the rating company itself.

BB -- Bonds rated BB have less near-term vulnerability to default than other speculative grade debt. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions that could lead to inadequate capacity to meet timely interest and principal payments.

B -- Bonds rated B have greater vulnerability to default but presently has the capacity to meet interest payments and principal repayments. Adverse business, financial, or economic conditions would likely impair capacity or willingness to pay interest and repay principal.

CCC -- Bonds rated CCC have a current identifiable vulnerability to default, and is dependent on favorable business, financial, and economic conditions to meet timely payment of interest and repayment of principal. In the event of adverse business, financial, or economic conditions, it is not likely to have the capacity to pay interest and repay principal.

CC -- The rating CC is typically applied to debt subordinated to senior debt which is assigned an actual or implied CCC rating.

C -- The rating C is typically applied to debt subordinated to senior debt which is assigned an actual or implied CCC debt rating.

D -- Bonds are rated D when the issue is in payment default, or the obligor has filed for bankruptcy. The D rating is used when interest or principal payments are not made on the date due, even if the applicable grace period has not expired, unless S&P believes that such payments will be made during such grace period.

Plus (+) or Minus (-): The ratings from "AA" to "A" may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories.

Provisional Ratings: The letter "p" indicates the rating is provisional. A provisional rating assumes the successful completion of the project being financed by the bonds being rated and indicates that payment of debt service requirements is largely or entirely dependent upon the successful and timely completion of the project. This rating, however, while addressing credit quality subsequent to completion of the project, makes no comment on the likelihood of, or the risk of default upon failure of, such completion. The investor should exercise his own judgment with respect to such likelihood and risk.

MOODY'S INVESTORS SERVICE, INC. -- A brief description of the applicable Moody's Investors Service, Inc. rating symbols and their meanings follow:

Aaa -- Bonds which are rated Aaa are judged to be of the best quality. They carry the smallest degree of investment risk and are generally referred to as "gilt edge." Interest payments are protected by a large or by an exceptionally stable margin and principal is secure. While the various protective elements are likely to change, such changes as can be visualized are most unlikely to impair the fundamentally strong position of such issues. Their safety is so absolute that with the occasional exception of oversupply in a few specific instances, characteristically, their market value is affected solely by money market fluctuations.

Aa -- Bonds which are rated Aa are judged to be of high quality by all standards. Together with the Aaa group they comprise what are generally known as high grade bonds. They are rated lower than the best bonds because margins of protection may not be as large as in Aaa securities or fluctuations of protective elements may be of greater amplitude or there may be other elements present which make the long term risks appear somewhat larger than in Aaa securities. Their market value is virtually immune to all but money market influences, with the occasional exception of oversupply in a few specific instances.

A -- Bonds which are rated A possess many favorable investment attributes and are to be considered as upper medium grade obligations. Factors giving security to principal and interest are considered adequate, but elements may be present which suggest a susceptibility to impairment sometime in the future. The market value of A-rated bonds may be influenced to some degree by economic performance during a sustained period

of depressed business conditions, but, during periods of normalcy, A-rated bonds frequently move in parallel with Aaa and Aa obligations, with the occasional exception of oversupply in a few specific instances.

A1 -- Bonds which are rated A1 offer the maximum in security within their quality group, can be bought for possible upgrading in quality, and additionally, afford the investor an opportunity to gauge more precisely the relative attractiveness of offerings in the marketplace.

Baa -- Bonds which are rated Baa are considered as lower medium grade obligations, i.e., they are neither highly protected nor poorly secured. Interest payments and principal security appear adequate for the present but certain protective elements may be lacking or may be characteristically unreliable over any great length of time. Such bonds lack outstanding investment characteristics and, in fact, have speculative characteristics as well. The market value of Baa-rated bonds is more sensitive to changes in economic circumstances and, aside from occasional speculative factors applying to some bonds of this class, Baa market valuations move in parallel with Aaa, Aa and A obligations during periods of economic normalcy, except in instances of oversupply.

Ba -- Bonds which are rated Ba are judged to have speculative elements; their future cannot be considered as well assured. Often the protection of interest and principal payments may be very moderate and thereby not well safeguarded during both good and bad times over the future. Uncertainty of position characterizes bonds in this class.

B -- Bonds which are rated B generally lack characteristics of the desirable investment. Assurance of interest and principal payments or of maintenance of other terms of the contract over any long period of time may be small.

Caa -- Bonds which are rated Caa are of poor standing. Such issues may be in default or there may be present elements of danger with respect to principal or interest.

Ca -- Bonds which are rated Ca represent obligations which are speculative in a high degree. Such issues are often in default or have other marked shortcomings.

C -- Bonds which are rated C are the lowest rated class of bonds and issues so rated can be regarded as having extremely poor prospects of ever attaining any real investment standing.

Conditional Ratings: Bonds rated "Con(--)" are ones for which the security depends upon the completion of some act or the fulfillment of some condition. These are bonds secured by (a) earnings of projects under construction, (b) earnings of projects unseasoned in operation experience, (c) rentals which begin when facilities are completed, or (d) payments to which some other limiting conditions attaches. Parenthetical rating denotes probable credit stature upon completion of construction or elimination of basis of condition.

Note: Moody's applies numerical modifiers, 1, 2, and 3 in each generic rating classification from Aa through B in certain areas of its bond rating system. The modifier 1 indicates that the security ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates that the issue ranks in the lower end of its generic rating category.

DUFF & PHELPS CREDIT RATING CO. -- A brief description of the applicable Duff & Phelps Credit Rating Co. rating symbols and their meanings follow:

These ratings represent a summary opinion of the issuer's long-term fundamental quality. Rating determination is based on qualitative and quantitative factors which may vary according to the basic economic and financial characteristics of each industry and each issuer. Important considerations are vulnerability to economic cycles as well as risks related to such factors as competition, government action, regulation, technological obsolescence, demand shifts, cost structure, and management depth and expertise. The projected viability of the obligor at the trough of the cycle is a critical determination.

AAA -- Highest credit quality. The risk factors are negligible, being only slightly more than for risk-free U.S. Treasury debt.

AA -- High credit quality. Protection factors are strong. Risk is modest but may vary slightly from time to time because of economic conditions.

A -- Protection factors are average but adequate. However, risk factors are more variable and greater in periods of economic stress.

BBB -- Below average protection factors but still considered sufficient for prudent investment. Considerable variability in risk during economic cycles.

BB -- Below investment grade but deemed likely to meet obligations when due. Present or prospective financial protection factors fluctuate according to industry conditions or company fortunes. Overall quality may move up or down frequently within this category.

B -- Below investment grade and possessing risk that obligations will not be met when due. Financial protection factors will fluctuate widely according to economic cycles, industry conditions and/or company fortunes. Potential exists for frequent changes in the rating within this category or into a higher or lower rating grade.

CCC -- Well below investment grade securities. Considerable uncertainty exists as to timely payment of principal, interest or preferred dividends. Protection factors are narrow and risk can be substantial with unfavorable economic/industry conditions, and/or with unfavorable company developments.

DD -- Defaulted debt obligations. Issuer failed to meet scheduled principal and/or interest payments.

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THIS PROSPECTUS DOES NOT CONTAIN ALL OF THE INFORMATION SET FORTH IN THE REGISTRATION STATEMENT AND EXHIBITS RELATING THERETO, FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, WASHINGTON, D.C. UNDER THE SECURITIES ACT OF 1933 AND THE INVESTMENT COMPANY ACT OF 1940, AND TO WHICH REFERENCE IS MADE.

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NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS PROSPECTUS AND ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE TRUST, THE TRUSTEE, OR THE SPONSOR. THE TRUST IS REGISTERED AS A UNIT INVESTMENT TRUST UNDER THE INVESTMENT COMPANY ACT OF 1940. SUCH REGISTRATION DOES NOT IMPLY THAT THE TRUST OR THE UNITS HAVE BEEN GUARANTEED, SPONSORED, RECOMMENDED OR APPROVED BY THE UNITED STATES OR ANY STATE OR ANY AGENCY OR OFFICER THEREOF.

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THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, SECURITIES IN ANY STATE TO ANY PERSON TO WHOM IT IS NOT LAWFUL TO MAKE SUCH OFFER IN SUCH STATE.

This Registration Statement on Form S-6 comprises the following papers and documents.

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	The facing sheet of Form S-6.
<S>	<C>
	The cross-reference sheet.
	The prospectus.
	The signatures.
	The following exhibits.
1.1.	Form of Trust Indenture and Agreement for Series 17 (to be filed by

Amendment).

1.1.1	Standard Terms and Conditions of Trust for Corporate Income Series 2. Reference is made to Exhibit 1.1.1 to the Registration Statement on Form S-6 with respect to Kemper Defined Funds Series 9 (Registration No. 33-56012) as filed on November 3, 1993.
1.2.	Certificate of Incorporation of Kemper Securities, Inc. Reference is made to Exhibit 1.2 to the Registration Statement on Form S-6 with respect to Kemper Defined Funds Series 9 (Registration No. 33-56012) as filed on November 3, 1993.
1.3.	By-laws of Kemper Securities, Inc. Reference is made to Exhibit 1.3 to the Registration Statement on Form S-6 with respect to Kemper Defined Funds Series 9 (Registration No. 33-56012) as filed on November 3, 1993.
2.1.	Form of Certificate of Ownership (pages three to nine, inclusive, of the Standard Terms and Conditions of Trust included as Exhibit 1.1.1).
3.1.	Opinion of counsel to the Sponsor as to legality of the securities being registered including a consent to the use of its name under the headings "Federal Tax Status" and "Legal Opinions" in the Prospectus and opinion of counsel as to Federal income tax status of the securities being registered (to be filed by Amendment).
4.1.	Consent of Muller Data Corporation (to be filed by Amendment).
4.2.	Consent of Grant Thornton (to be filed by Amendment).

</TABLE>

SIGNATURES

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THE REGISTRANT, KEMPER DEFINED FUNDS SERIES 17, HAS DULY CAUSED THIS REGISTRATION STATEMENT TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED, IN THE CITY OF CHICAGO, AND STATE OF ILLINOIS, ON THE 25TH DAY OF FEBRUARY, 1994.

KEMPER DEFINED FUNDS
SERIES 17
Registrant

By: KEMPER SECURITIES, INC.
Depositor

By: /s/ C. PERRY MOORE
C. Perry Moore

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THIS REGISTRATION STATEMENT HAS BEEN SIGNED BELOW ON FEBRUARY 25, 1994 BY THE FOLLOWING PERSONS, WHO CONSTITUTE A MAJORITY OF THE BOARD OF DIRECTORS OF KEMPER SECURITIES, INC.

<TABLE>
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SIGNATURE	TITLE
JAMES R. BORIS James R. Boris	Chairman and Chief Executive Officer
JAMES P. FITZGERALD James P. Fitzgerald	Executive Vice President and Director
STANLEY R. FALLIS Stanley R. Fallis	Executive Vice President, Chief Financial Officer and Director
FRANK V. GEREMIA Frank V. Geremia	Executive Vice President and Director
DAVID B. MATHIS David B. Mathis	Director
ROBERT T. JACKSON Robert T. Jackson	Director
JAY B. WALTERS Jay B. Walters	Director
FREDERICK C. HOSKEN	Director

Frederick C. Hosken	
JEFFREY H. KAHN	Director
Jeffrey H. Kahn	
CHARLES M. KIERSCHT	Director
Charles M. Kierscht	
ARTHUR J. MCGIVERN	Director
Arthur J. McGivern	
	/s/ C. PERRY MOORE
	C. Perry Moore

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C. PERRY MOORE SIGNS THIS DOCUMENT PURSUANT TO POWER OF ATTORNEY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION WITH (A) AMENDMENT NO. 1 TO THE REGISTRATION STATEMENT ON FORM S-6 FOR KEMPER TAX-EXEMPT INSURED INCOME TRUST, SERIES A-70 AND MULTI-STATE SERIES 28 AND KEMPER TAX-EXEMPT INCOME TRUST, MULTI-STATE SERIES 42 (REGISTRATION NO. 33-35425), (B) AMENDMENT NO. 1 TO THE REGISTRATION STATEMENT ON FORM S-6 FOR KEMPER TAX-EXEMPT INSURED INCOME TRUST, SERIES A-72 AND MULTI-STATE SERIES 30 (REGISTRATION NO. 33-37178) AND (C) AMENDMENT NO. 1 TO THE REGISTRATION STATEMENT ON FORM S-6 FOR KEMPER TAX-EXEMPT INSURED INCOME TRUST, MULTI-STATE SERIES 51 (REGISTRATION NO. 33-48398).