

Locating Racial Covenants in Philadelphia

Robyn Smith CREED, Consumer Finance Institute

PhiladelphiaFed.org | @PhiladelphiaFed

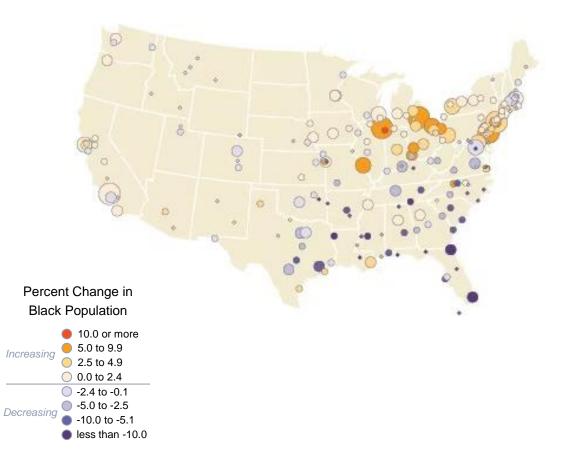
The views expressed today are our own and not necessarily those of the Federal Reserve Bank of Philadelphia or the Federal Reserve System.



Racial Covenants – Historical Setting 1910-1965

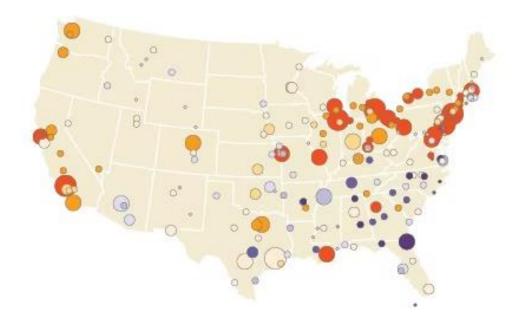
The First Great Migration:

1910-1940

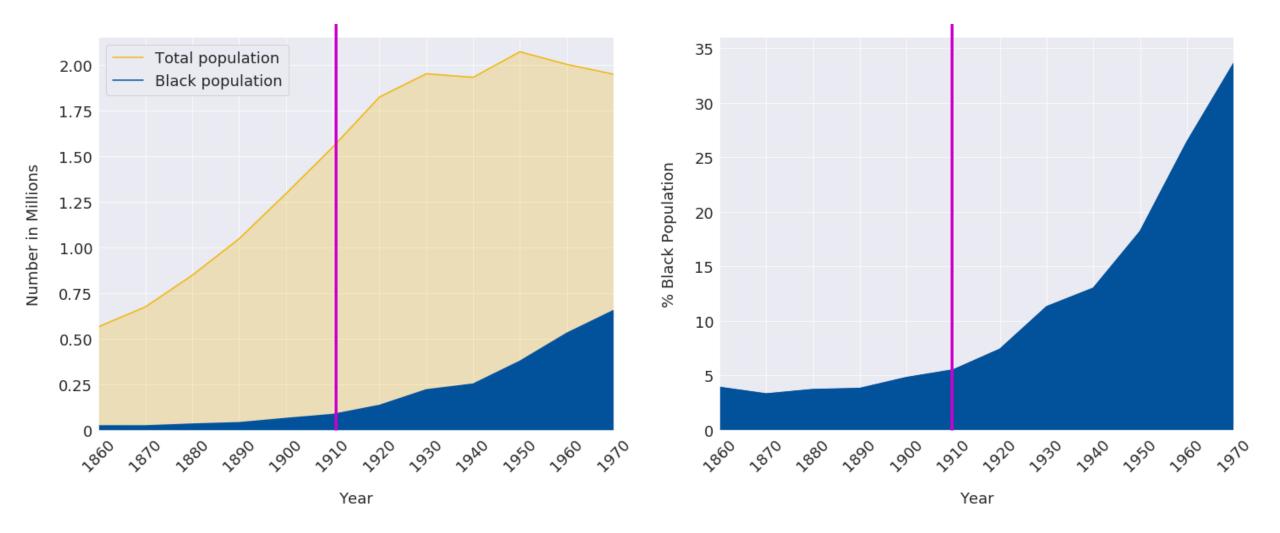


The Second Great Migration:

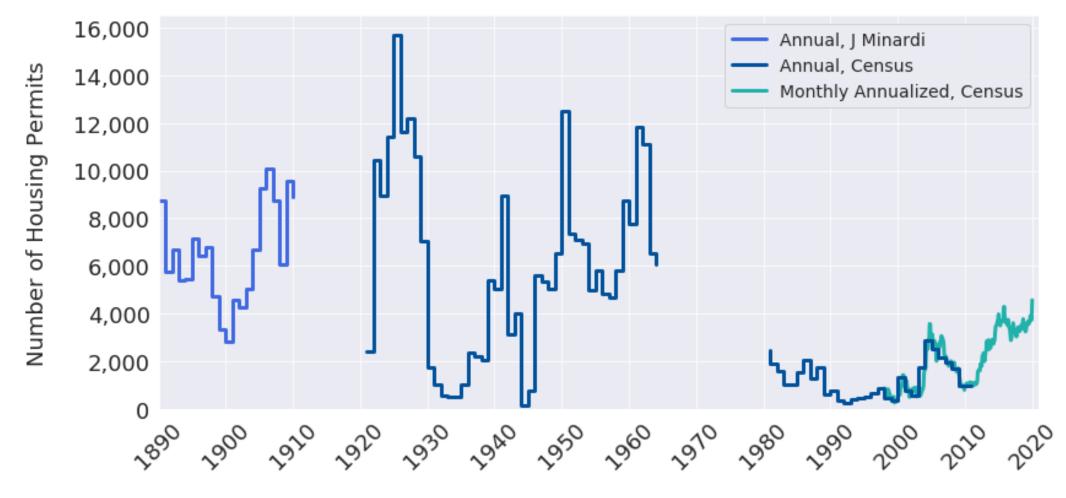
1940-1970



Racial Covenants – Population in Philadelphia



Racial Covenants – Housing in Philadelphia



Year

Racial Covenants – Enforcing Housing Segregation

- Violence and intimidation
 - "Red Summer" 1918-1919 race riots
- Real estate agents
- Race-based zoning ordinances
 - Ruled unconstitutional in 1917 (Buchanan v. Warley)
- Racial covenants in property deeds
 - Found as early as 1855
 - Ruled constitutional in 1926 (Corrigan v. Buckley)
 - Ruled *un*constitutional in 1948 (*Shelley v. Kraemer*)
 - Federal Housing Administration preferred covenanted properties until 1962 (Equal Opportunity in Housing, Executive Order 11063)
 - Privately enforceable until 1968 (Fair Housing Act, Title VIII of the Civil Rights Act of 1968)

ARTICLE 34.

A Realtor should never be instrumental in introducing into a neighborhood a character of property or occupancy, members of any race or nationality, or any individuals whose presence will clearly be detrimental to property values in that neighborhood.





Racial Covenants – What are they?

AND ALSO UNDER AND SUBJECT to the covenants and conditions thay no buildings nor any part thereof shall be used or occupied as a COAL yard slaughter house, bone boiling, establishment, piggery ., stable, public garage, moving picture theatre or place of anusement of any kind or nature or hotel or apartment house or other business or purpose than for dwelling purposes NO CHICKENS or piggens or animals of an offensive nature shall be allowed to be kept or maintained upon these premises nor shall the said premises be used for any purposes which may create a nuisance IT IS also UNDERSTOOD and agreed that no business of any kind shall be conducted on these premises

AND ALSO UNDEr and Subject to the Following Covenants and CONDITIONS IT being expressly understood and agreed that the said party of the second part her heirs and ASSigns ,shall not at any time hereafter use or allow to be used said premises or any part thereof to erct or cause to be erected or set upon said premises any but building to be used as a House of Prostitution ,Gambling House Public Drinking HOUS: or SALOON ,or other establishment in the nature thereof, nor shall any lot

Racial Covenants – What are they?

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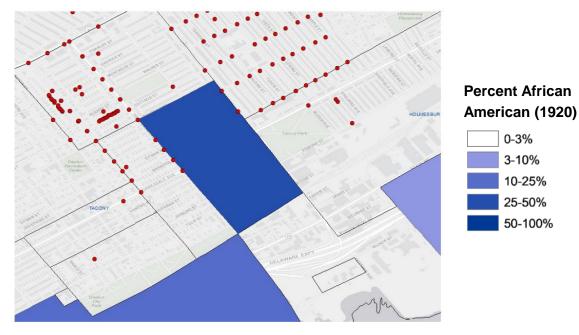
AND ALSO UNDER and Subject to the Following Covenants and CONDITIONS IT being expressly understood and agreed that the said party of the second part her heirs and ASSigns ,shall not at any time hereafter use or allow to be used said premises or any part thereof to erct or cause to be erected or set upon said premises any but building to be used as a House of Prostitution ,Gambling House Public Drinking HOUS: or SALOON ,or other establishment in the nature thereof, nor shall any lot or lots or premises be hereafter at any time occupied or conveyed to any one of the JEWISH RACE or to any one than those of the CAUSASION RACE. Agreements added to property deeds restricting the sale or use of the property based on race, ethnicity, or religion

> Philadelphia *Majority* restrict to Caucasian race

Racial Covenants – Where are they?

Bordering existing Black neighborhoods

Figure 6. Tacony Neighborhood, Philadelphia



Documenting Racially Restrictive Covenants in 20th Century Philadelphia Larry Santucci, 2020



Finding Racial Covenants – Data Sample 1910-1965

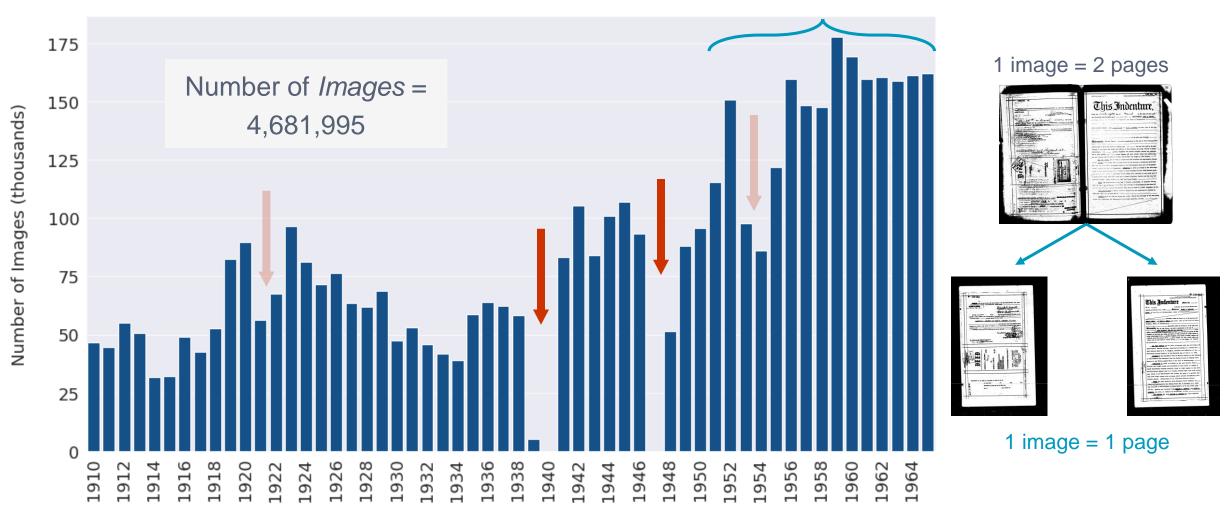
 Philadelphia City Archives



6397 rolls of film

- ~ 4.7 million images
- ~ 7 million pages
- > 1.8 million deeds

Data Sample 1910-1965



Deeds

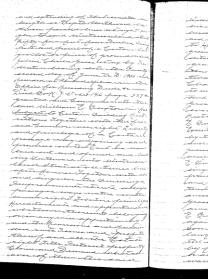
1910-1913

436

~ 172,000 images

1936-1951

~ 1,079,000 images

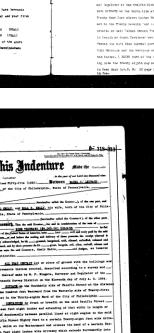


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in Dead Beak J. H . E. Be. 347 page 50 Sc granted and conveyed unto the said Annie 7. Wirrin wife of Mishuel Berrin in fee TO HERR with the free and compa use right liberty and rivilege of the aforesaid Four feet wide alley as and for a passage way and water course at all times hereafter foremer AND TOUTINE with all and singular the buildings improvement mys streets alleys passages maters mater-courses rights liberties privileges breditagents and appurtunances whatsoever thereusts belonging or in any wise apportaining and the reversions and remainden rents issues and profits thereof and all the outsite right title interset property slain and decand whatesever of the said Granters in law equity or otherwise besederer of in and to the same and every part Vereal To RATE AND TO BOLD the maid lat at piece of ground above describet with the buildings and improvements thereon erected hereditaments and prepieve hereby granted or pontioned and intended so to: he with the appurtungance unto the said Grantee her beins and Assigns to and for the only proper me and beloof af the agit Grantes ther heirs and Assigns THIRY AND STDJHOT severtheless to the payment of a certain Norigage debt or principal sum of Fifteen hundred dellars AN the said Brantors for themselves their Seine Executor ad Administrators Do by these presents coverant grant and agree to and with the anis Granter har he ire and designs that they the said Grantors and their Seire all and singular the bereditaments and previous described and granted or randomed and intended so to be with the opportungness unto the said inguise her heirs and Assigns against then the said Posters and their lairs and against all and every other Person and Persons whomsever lawfully claiming or to elair the same or any part thereof by from or under him her them or say of them Shall and Will subject as aforesai

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~ 1,336,000 images

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1952-1965

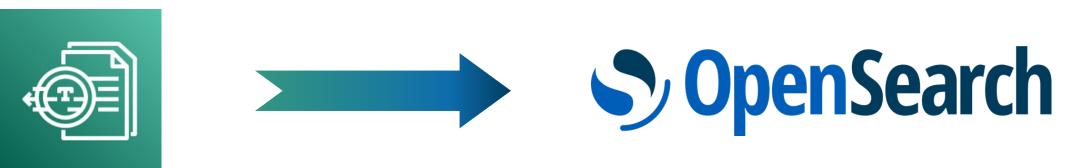
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LATS 345 65-1 TRE 15 1 This Indenture, a week and of the march in the year of our Lord 00 one thousand nine hundred and 'ortrative (1147) _____ BETWEEN (1990) L. DOCEL The state of the and March and and a strange termine of the badelahir and State of Penneylennis vania, resisting in the Chil of the one part Gramor, and Transformed and Data 2, 442888, bie wife, also of the City of the other part, Grantees Witnesseth, Thus the Granter for and in consideration of the sum of Three Thomand Fire lawful menty of the United States of America, unto Nin _____ well and truly paid by the said Grangers, at and before the scaling and delivery of these presents, the receipt whereof is hereby This the This The Region At deterministics, has ______ granted, bargained, sold, aliened, enfordfed, released and confirmed and by these presents one ______ grant, bargain, sell, alien, enfordf, release and confirm units he said Grantees and the relyinor of them, and the beirs and assigns of such survivor, ALL THE THESE Ist of clease of ground with the buildings and improvements thereas ITTAL - Ar South able of Time Street at the distance of Sixty-four feet Bastward for the best side of Siztemth Street in the Thirty-eighth (late part of the Tenty-34 anth-art of the time of fulladelphis. CONTAINING in front or breadth on the said Flogs treet "inter Det all extention in length or depth fortheard of that width Betania preliof these of every angles of antid flare Storet Lighty feet, Smillding is easd doubh part of and a line that fact alls, late out to Mighterd Middleton, leading into and from said interests forget, [fetre mores of te. 1512 Just Tiess Street]. Will the way provide which has L. Schulet, singlement, by Industry bearing is income for all demand, A. S. 1945, and recorded at Philadelphia in Sect Date Car s. We save 181, bar, evented and converted unto the sold Junes 2, Brokks, singlenes, in Fe -----Unter ant contents to carter's balling restrictions and conditions as recorded in end took Halars ties ST pere 115 Me. manual with the free and corner use, right, likering and privilege of the said alle KOLD IN CO LO DOTO ATTAC for a mana termy and enterposures at all times hereafter, forward in Deal Book GEA No. 045 80 Bitititt aus et mit erten ite

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Read \longrightarrow Store \longrightarrow Search

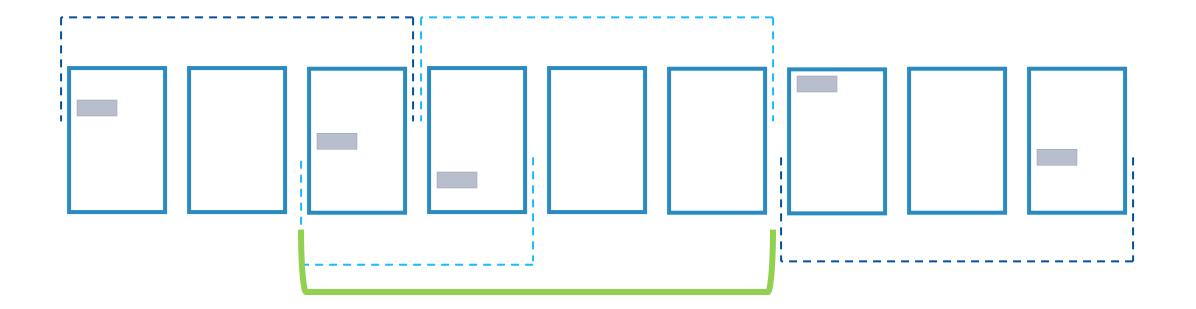
Amazon Textract



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'Documents' ≈ Deeds



Searching for Racial Covenants



Caucasian

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Damerau-Levenshtein Distance

Replacement	Deletion
$cat \rightarrow bat$	$cat \rightarrow at$
Insertion	Transposition
$cat \rightarrow cats$	$cat \rightarrow act$

Auto Edit Distance

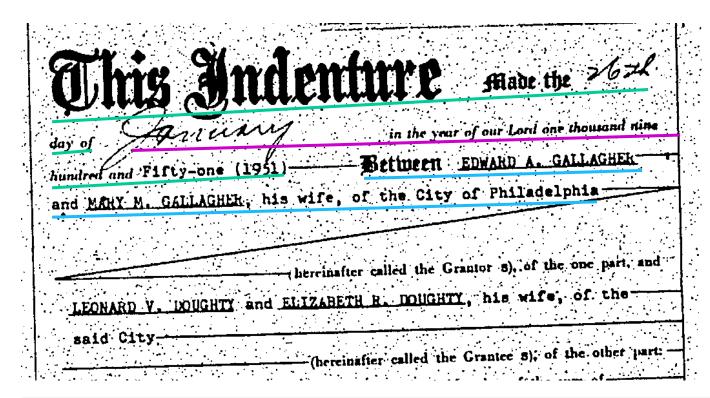
<u>Characters</u>	Edit Distance
0-2	0
3-5	1
>5	2

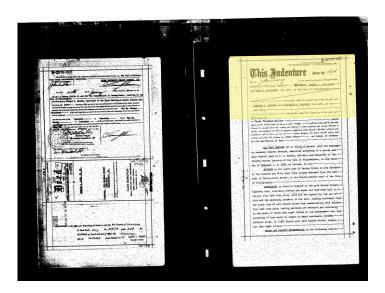
UNDER AND SUBJECT nevertheless to the following restrictions to wit; That the above described premises shall not be sold to nor used nor occupied by any other person than One Caucasian Decent.

UNDER AND SUBJECT nevertheless to the following restrictions to wit; That the

above described preinses shall not be sold to nor used nor occupied by any other

person than One Caucasian Decent.





" ###DEEDBOUNDARY###This indenture Mabe the 2th day of hundred and :fifty-one (1951) January in the yeur of our Lord one thousand nine

bandary in the year of ear Eera ene theadana hine

Bettueen EDWARD A. GALLAGHEk and MARY M. GALLAGHER, his wife, of the city of

Philiadelphia herrinafter called the Grantor s). of the one part, and LEONARD V. DOUGHTY

and ELIZABETH R DOUGHTY, his wife; of the said City (hereinafier called the Crantee s): of

the othet part:

to the restriction that no slaughter housebonebolins establishmentque soaplampblackorpoudrettechan usactory stable or other building for any offensive purp oloccupation shallever be derected or konstructed upon any part of the herebygranted lot of around and also that any building crected on said to faround shallset back at least thaten feet from the building line of beyon the line Dewey Wreet and shall not extend of the present building and the buildings on the adjoin his lots around the restriction however is not tobe held as lovering or applying to necessery porches or steps and also attratany building erected onsaidlo faround shall not be sold to pused or occupiedby Jany other person than one of the caucasian decent and the said Bella Redmond for herself her Heis Execu-Tors and administrators Loth by these presente coven

to the restriction that in co-laughter houseloneboling

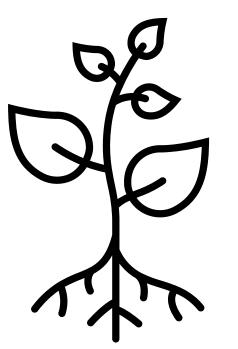
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Searching for Racial Covenants

- Caucasian race
- Caucasian descent
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- White race
- Colored person
- Negro race
- Jewish race



- Caucasian race
- Caucasian descent
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- Colored person
- Negro race
- Jewish race



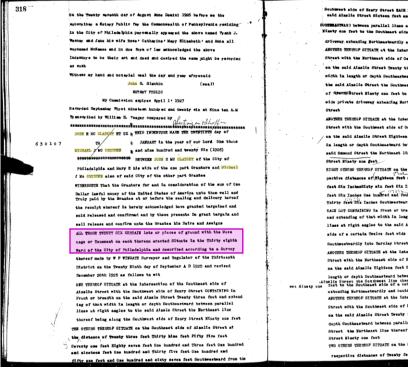
Flexible!

- Street name
- Builders
- Wards
- Loan Associations
- People

So...how many racial covenants are in Philadelphia?

ALL THOSE THENTY SIX CERTAIN lots or pieces of ground with the Mess usge or Tenement on each thereon erected Situate in the Thirty eighth Ward of the City of Philadelphia and described according to a Survey

applying to becessary porches and stepd AND ALSO SUBJECT to the following express condition and Restriction to wit That any building erected on the above described premises shall not be sold to or used or occupied by any other person than one of the Caucasian descent



outwest side of Menry Street RACE LOT CONTAINING in front or breadth on th319 said Ainelie Street Sixteen feet and extending of that width in length o CUTHESTMARD between parallel lines at right angles to the said Ainslie Street Minety one feet to the Southeast side of a certain twelve feet wide private driveway, extending Northeastwardly and Southwastwardly into Officerd Street ANOTHER THESEOF SITUATE at the intersection of the Boutheast side of Ainelie Street with the Mortheast side of Osmond Street CONTAINING in front or breadth on the said Ainelie Street Twenty three feet Two Inches and extending of that width in length or depth Southeastward between parallel lines at right angles to the said Ainslie Street the Southwest line thereof being along the Northeast side of OpeopulStreet Minety one feet to the Southeast side of a certain twelve feet wide private driveway extending Northeastwardly and Southwestwardly into Osmond ANOTHER THREED SITUATE at the intersection of the Southeast side of Ainslin Street with the Southwest side of Osmond Street Containing in front or breadth on the said Ainslie Street Eighteen feet Six Inches and extending of that width in length or depth Southeastward between parallel lines at right angles to the said Osmond Street the Nurtheast line thereof being the Southwest side of Osmond RIGHT OTHERS THE TOP SITUATE on the Southeast side of Ainslie Street at the res

320

certain Building Restrictions as therein mentioned

attended by the said Michael J MC Crudden AND

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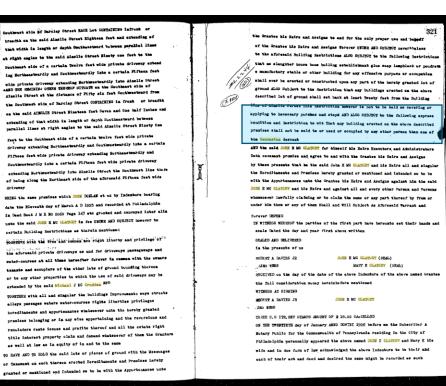
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Street the Northeast line thereof being along the Southwest side of Barclay Street Minety one feet TWO OTHERS THEREOF SITUATE on the Southeast side of Ainelie Streetst the Conta

respective distances of Twenty feet and Thirty eight feet Southwestward from the



So...how many racial covenants are in Philadelphia?

1920-03-29

1924-09-08

1946-04-15

FREDERIC COURTLAND PENET H.D. THIS INDENTURE MADE THE 29th day AND WIFE of MARCH IN THE YEAR OF OUR LORD TO ONE THOUSAND NINE HUNDRED AND ISABELLA ELEANOR ROYLE TWENTY (1920) BETWEEN FREDERIC HHHHHHHHHHHHHHHHHHHHHHHHHHHH Philadelphia and ANNE. W. PENFIELD his wife (hereinafter called the Grantors) of the one part and ISABELLA ELEANOR ROYLE of the

FLA ELFANOR ROYLE

THIS INDENTURE Made the Eighth day of September in the year of our Lord One Thousand Nine hundred and Twentyfour (1924) BETWEEN ISABELLA ELEANOR BOYLE Unmarried of the City of Philadelphia (hereinafter called the Grantor) of the o ne part and AMES COLEMAN of the said City and ANNA COLEMAN his wife (mereinafter called theGrantees

This Indentur april day of forty-six (1946) ____ - BELIDEELL ANDLA COLUMN or the City or Philadelphia, State or Pennaylvania (hereinafter called the Grantor), of the one part, and FRANCES M. LUNDAHL, widow, of the City of Philadelphia,

3914 Sansom St



to nor used nor eccupied by any other person than the Caucasian



the above described premises shall not be sold to nor used That

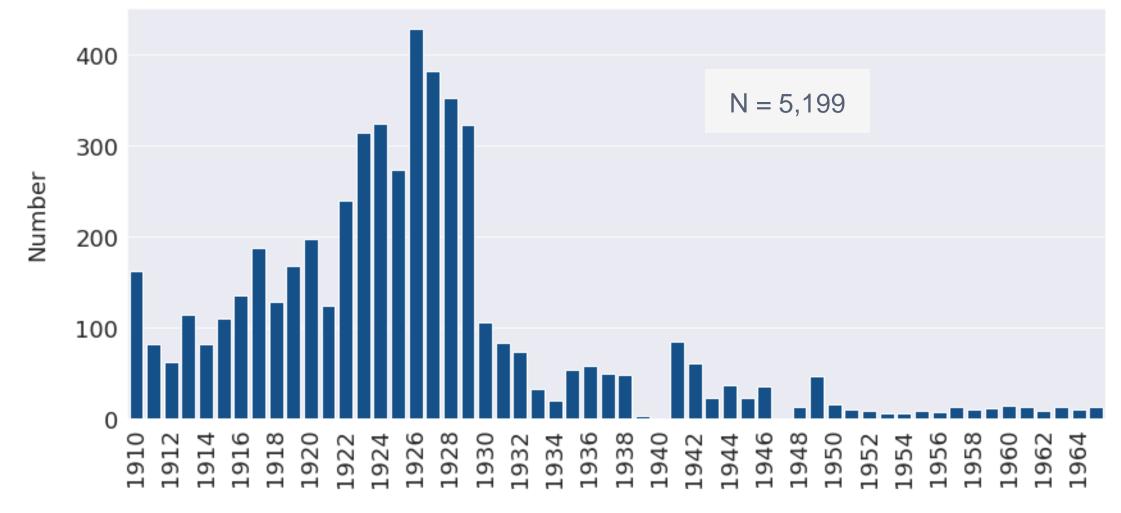
nor occupied by any other Person than the Cantasian descent.



to wit: That the above described premises shall not be sold to nor used nor cocapied by any other person than the Caucasian descent.

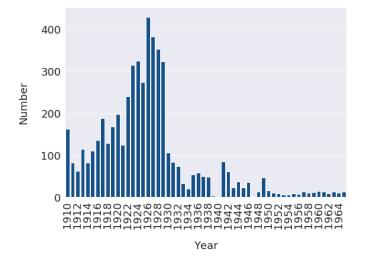


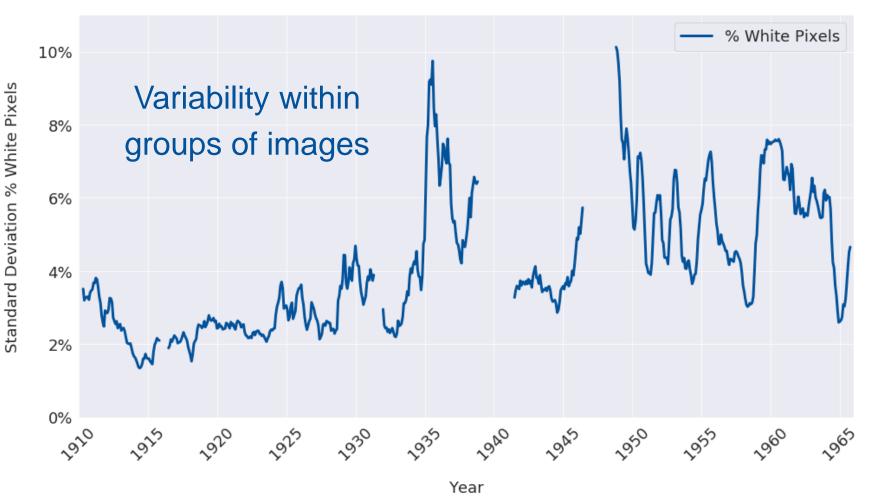
Documents with Covenant 'Mentions'



Year

Understanding Covenant 'Mentions'



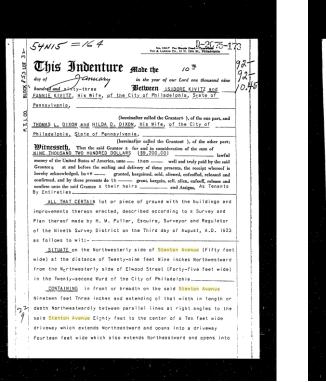


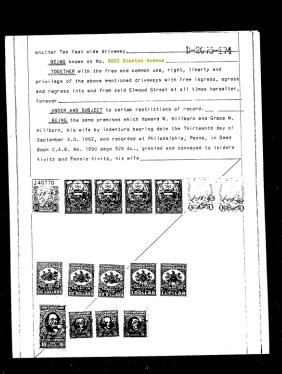
Understanding Covenant 'Mentions'

1963

BEING known as No. 5002 Stenton Avenue

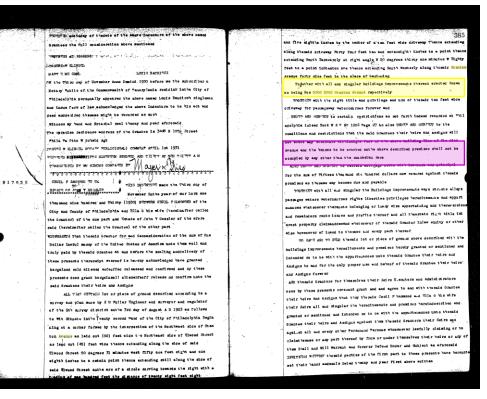
UNDER AND SUBJECT to certain restrictions of record.



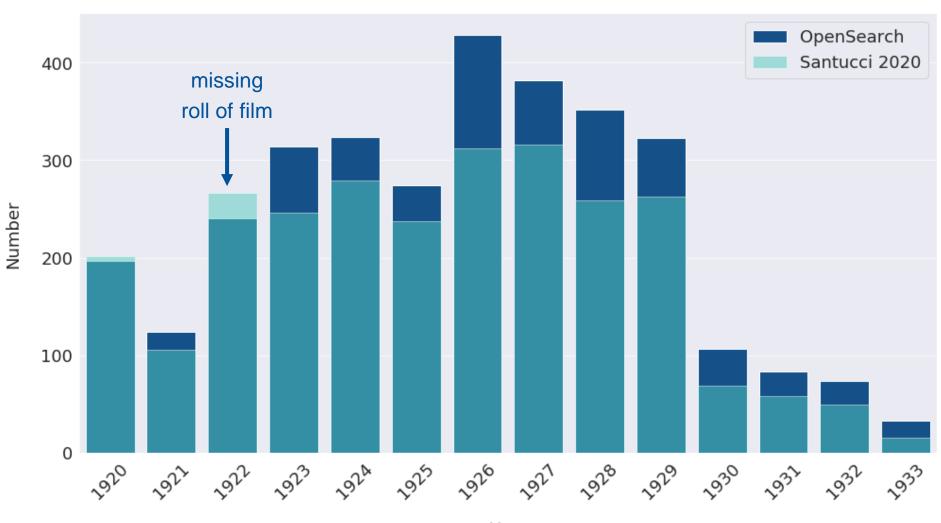


1930 Together with all and singular buildings improvements thereon erected known as being Nos 5000 5002 Stenton Avenue repectively

Avenue and the houses to be erected on the above described premises shall not be occupied by any other than the <u>caucasian race</u>



Comparison with Previous Methods



OpenSearch finds 22% more covenant 'mentions'

OpenSearch recovers 93% of LS sample using full LS data for query

OpenSearch recovers 75% of labeled sample* using uninformed search * 0.5 LS sample Next steps

- Georeference covenanted deeds
- Expand deeds to properties
- Deduplicate properties
- Add deeds back to ~1840



FEDERAL RESERVE BANK PHILADELPHIA