

# Locating Racial Covenants in Philadelphia

Robyn Smith

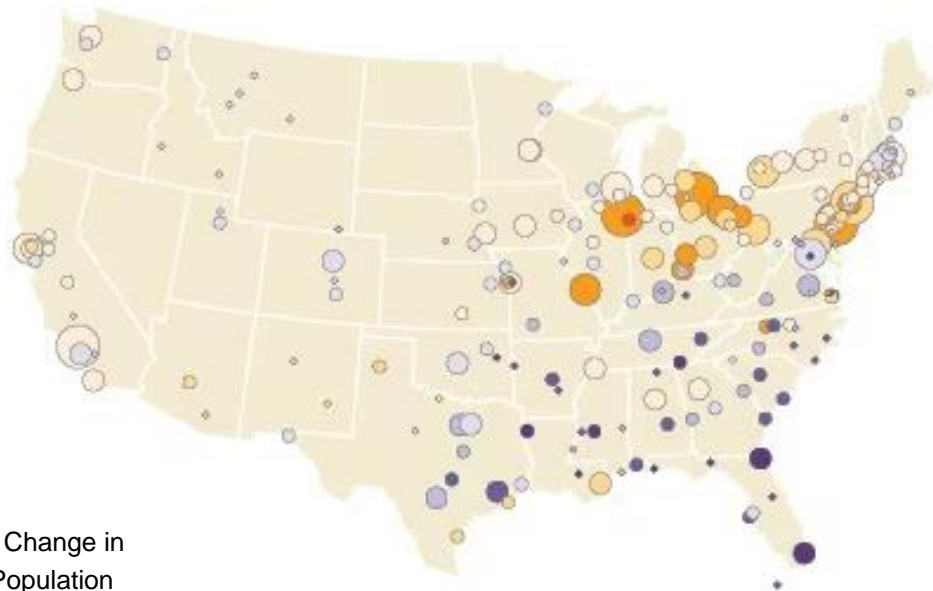
CREED, Consumer Finance Institute

PhiladelphiaFed.org | @PhiladelphiaFed

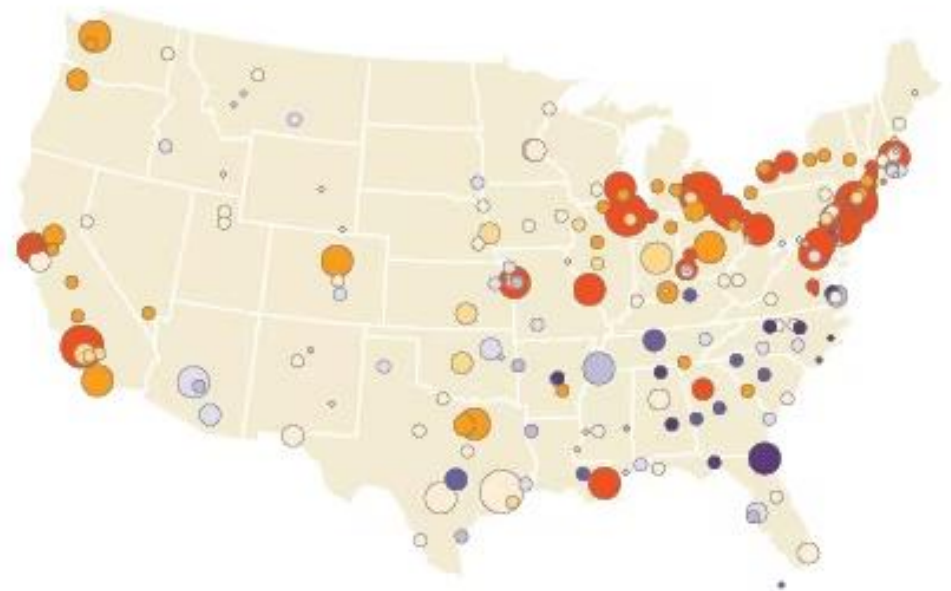
The views expressed today are our own and not necessarily those of the Federal Reserve Bank of Philadelphia or the Federal Reserve System.

# Racial Covenants – Historical Setting 1910-1965

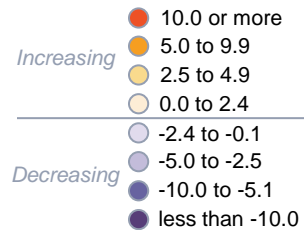
**The First Great Migration:  
1910-1940**



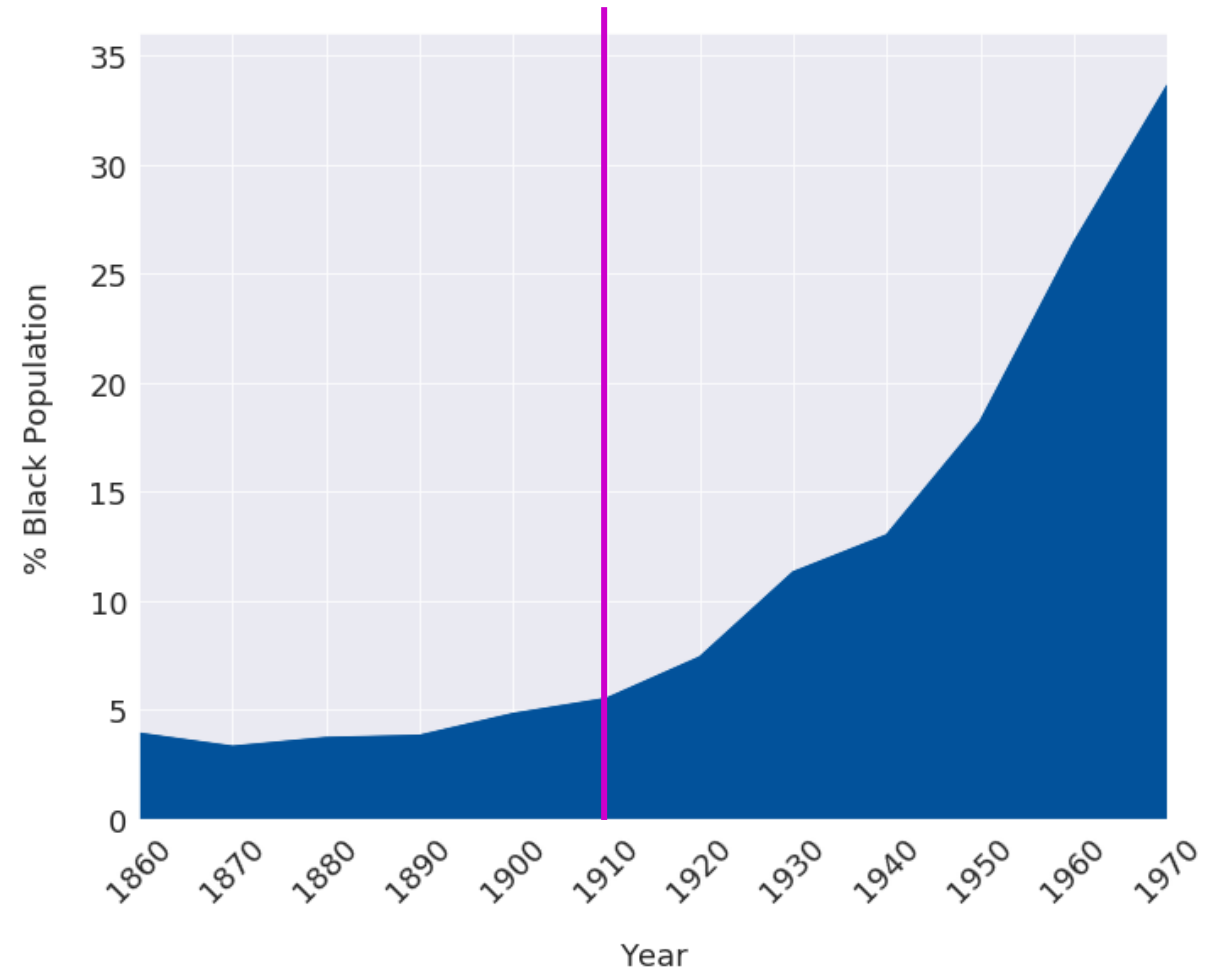
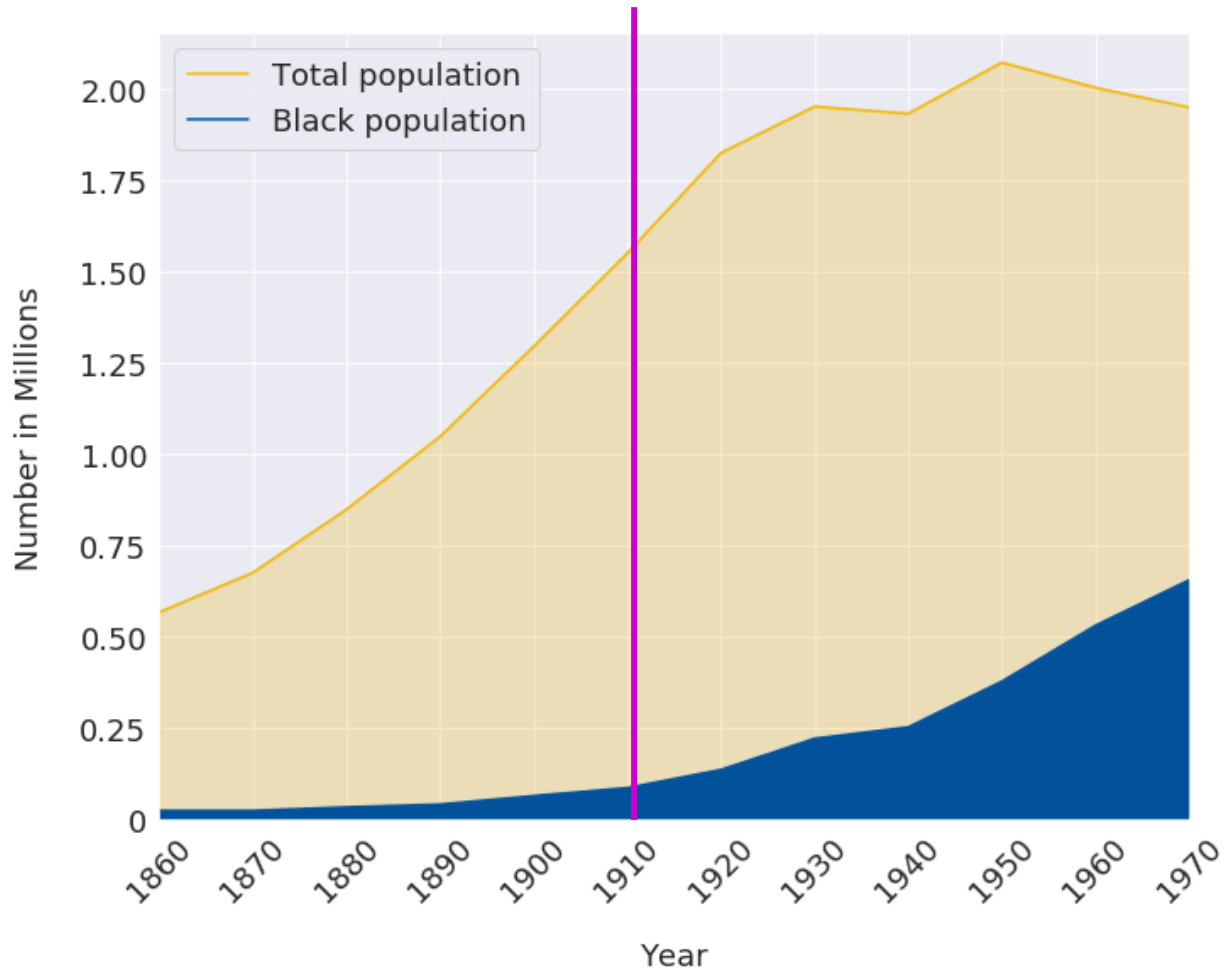
**The Second Great Migration:  
1940-1970**



Percent Change in  
Black Population

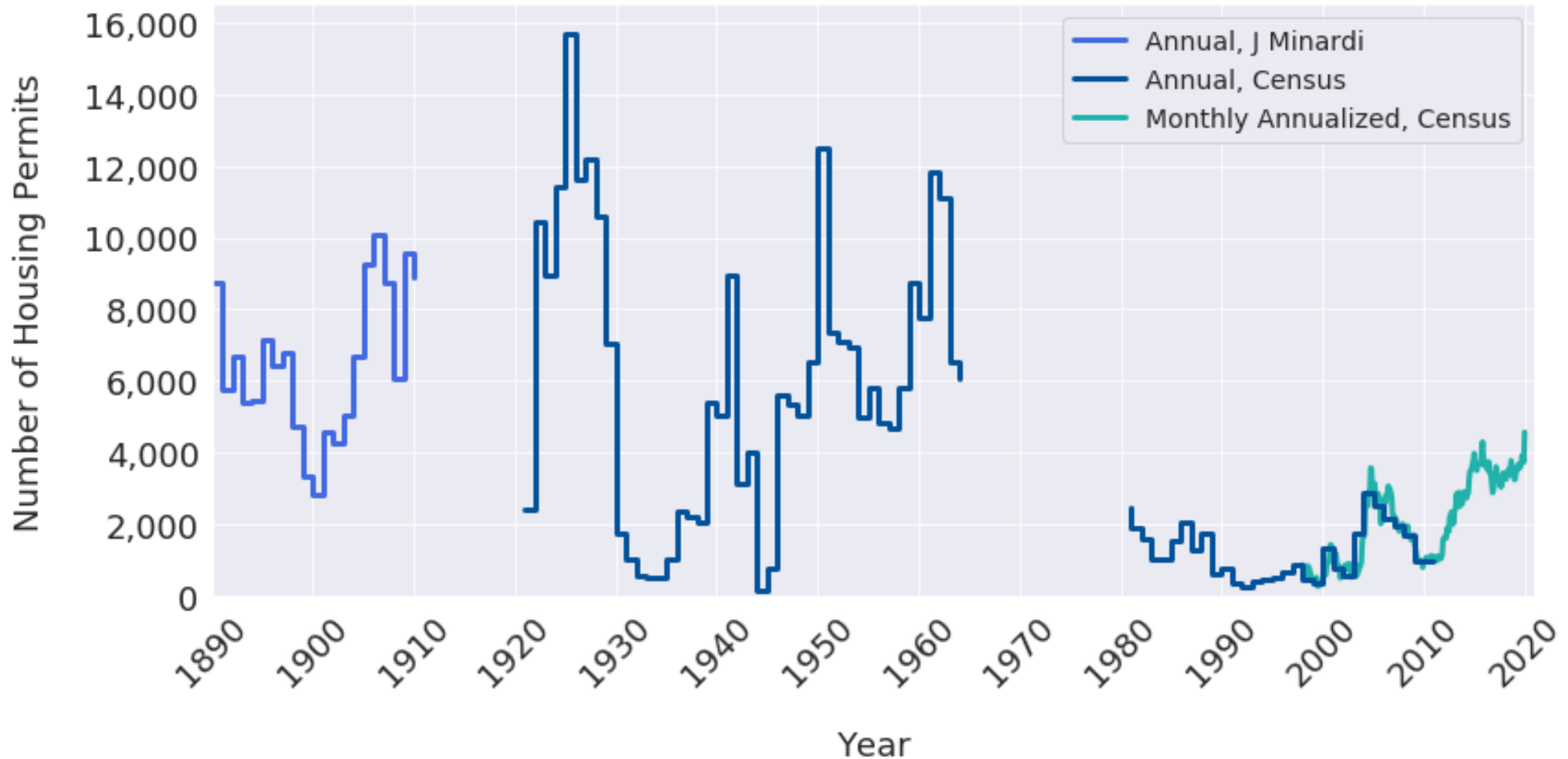


# Racial Covenants – Population in Philadelphia





# Racial Covenants – Housing in Philadelphia



# 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  
that 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 amusement of any kind or nature or hotel  
or apartment house or other business or purpose than for dwelling purposes  
NO CHICKENS or pigeons 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 erect or cause to be erected or set upon said premises any building  
to be used as a House of Prostitution, Gambling House Public Drinking  
HOUSE or SALOON, or other establishment in the nature thereof, nor shall any lot

# Racial Covenants – What are they?

AND ALSO UNDER AND SUBJECT to the covenants and conditions that 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 amusement of any kind or nature or hotel or apartment house or other business or purpose than for dwelling purposes NO CHICKENS or pigeons 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 erect or cause to be erected or set upon said premises any building to be used as a House of Prostitution, Gambling House Public Drinking HOUSE 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 CAUCASIAN 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

New Construction

Figure 6. Tacony Neighborhood, Philadelphia



Documenting Racially Restrictive Covenants in 20<sup>th</sup> Century Philadelphia  
Larry Santucci, 2020

**60th STREET**

**BELOW CATHARINE ST.**  
In the New Restricted Section.

**2-STORY 10 ROOM**  
PORT DEPOSIT GRANITE  
**STONE FRONT HOMES**

Some have breakfast rooms and some have pantries. All have hot water heat, combination coal and gas ranges, hardwood, tiled bath rooms, wide porches and terraces, basement laundries, with electric equipment and roof ventilators.

THE STREET IS 80 FEET WIDE.

**\$4400 HONEST VALUE**

SAMPLE HOUSE, 708 S. 60TH ST.  
Elevated Railway to 60th st., with free transfers.

**JOHN L. FRY, BUILDER**  
ON PREMISES



# Finding Racial Covenants – Data Sample 1910-1965

Original books  
↓  
Microfilm  
↓  
Scanned to digital

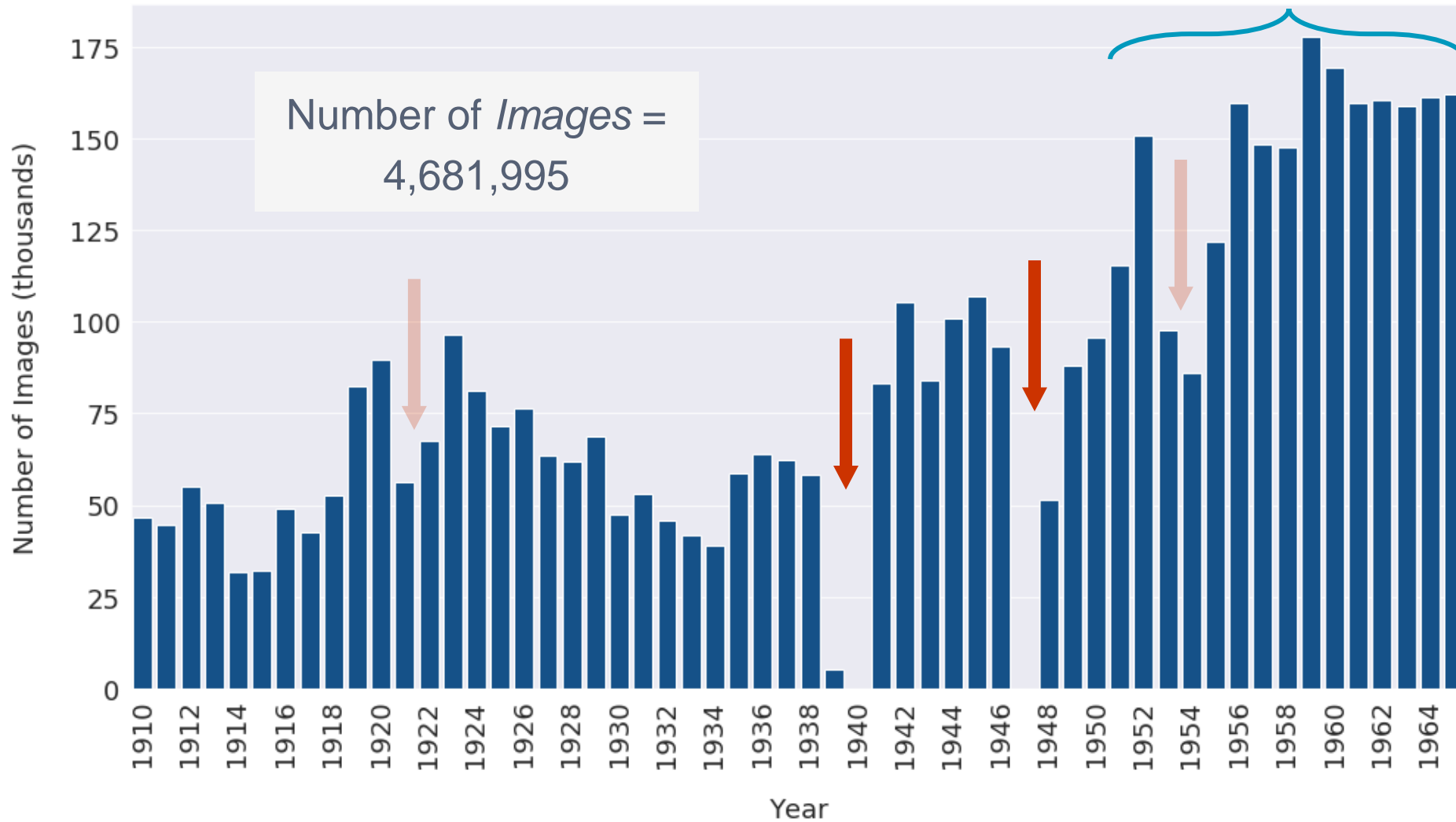
Philadelphia City Archives



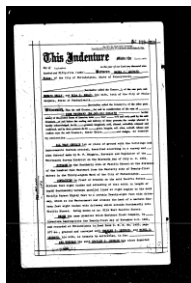
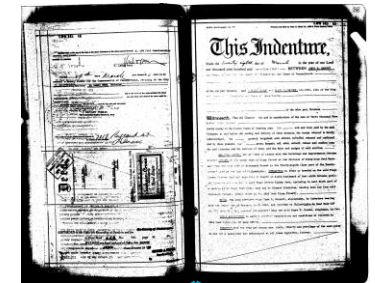
6397 rolls of film  
~ 4.7 million images  
~ 7 million pages  
> 1.8 million deeds

Read → Store → Search

# Data Sample 1910-1965



1 image = 2 pages

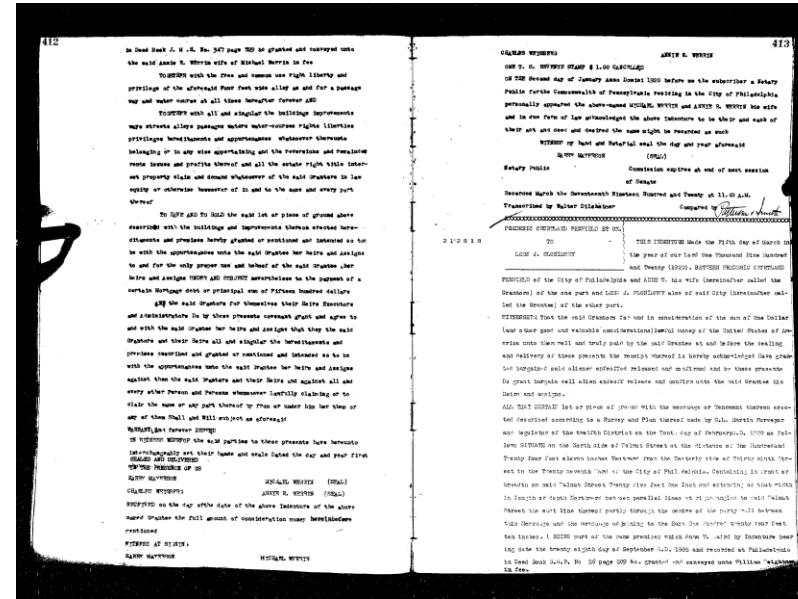
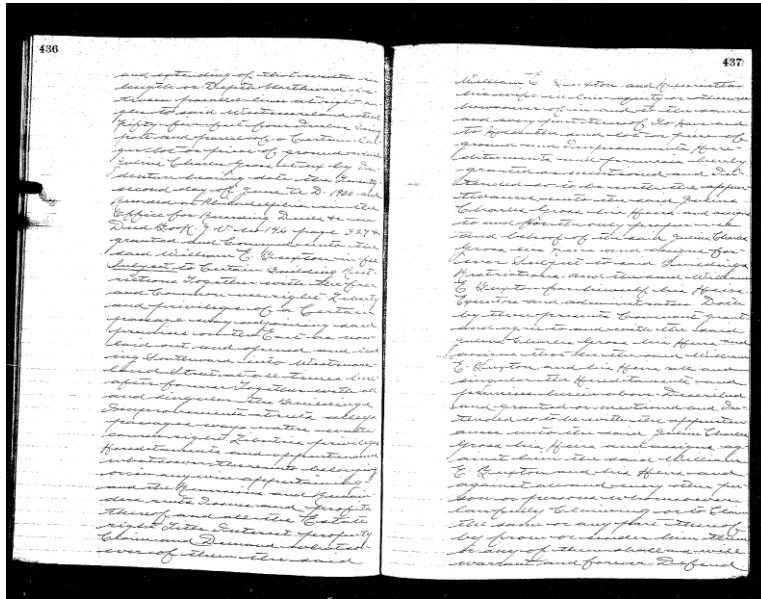


1 image = 1 page

# Deeds

1910-1913

~ 172,000 images

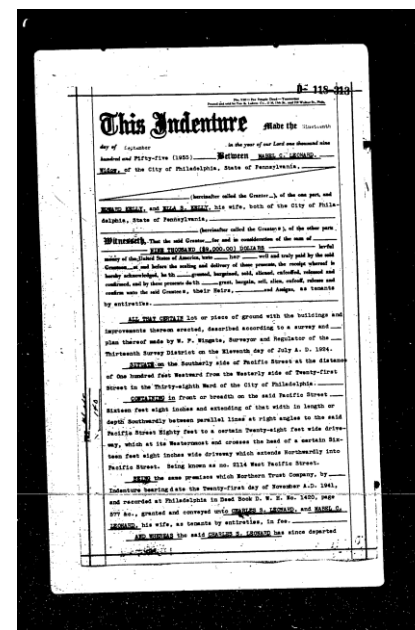
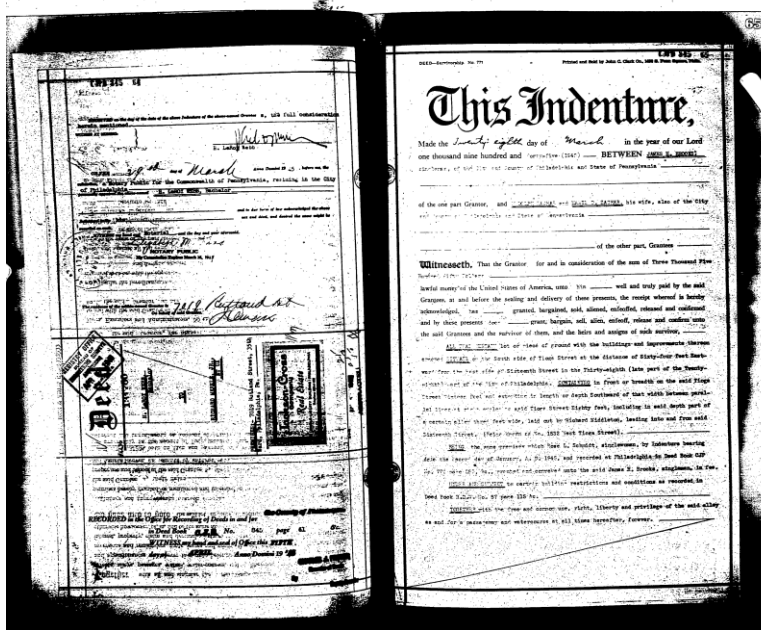


1913-1935

~ 1,336,000 images

1936-1951

~ 1,079,000 images



1952-1965

~ 2,095,000 images

Read → Store → Search

Amazon Textract

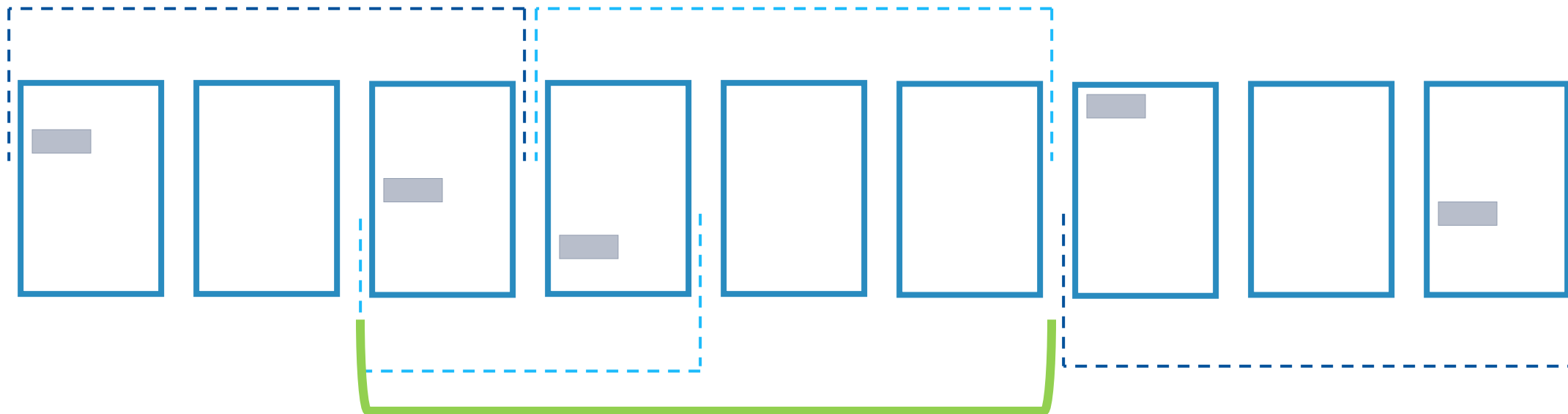


- OCR
- Bounding boxes
- Confidence estimates

- Build index
- Tokenize OCR output
- Split images into 'documents'



# 'Documents' $\approx$ Deeds



# Searching for Racial Covenants

## Fuzzy Search

Caucasian

'caucagian', 'daucasian', 'ceuoasian',  
'ccucasian', 'eaueasian', 'canicasian',  
'ocucasian', 'ceucasian', 'caucasiam',  
'cauca3ien', 'causasian', 'caucusian',  
'caucassian', 'cancasion', 'caucagion',  
'cameasian', 'bancasian', 'caccasian',  
'gaucasian', 'caueasian', 'campasian',  
'cancasian', 'causesian', 'cauzasiun',  
'caucasian', 'caucasian', 'caucasism',  
'aucasian', 'caucesian', 'gancasian',  
'seucasian', 'canoasian', 'caugasian',  
'caujasian', 'ceucasien', 'caicasian'

## Damerau-Levenshtein Distance

Replacement

cat → bat

Deletion

cat → at

Insertion

cat → cats

Transposition

cat → act

## Auto Edit Distance

Characters

Edit Distance

0-2

0

3-5

1

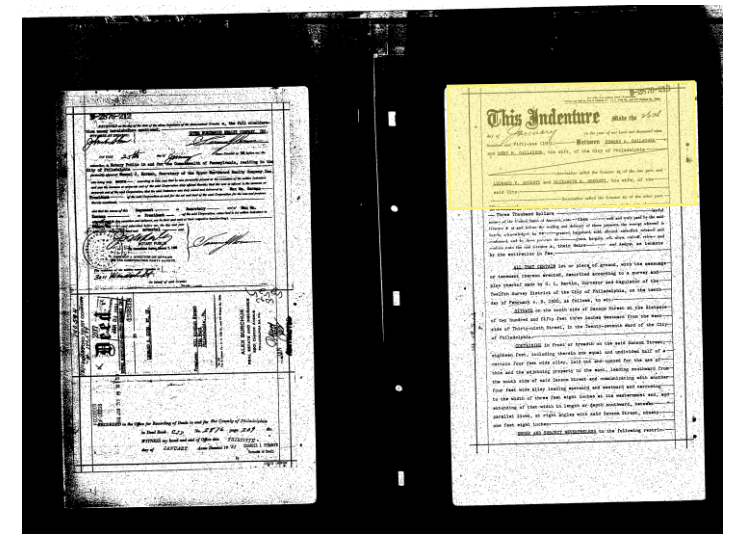
>5

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.

**This Indenture** Made the 26<sup>th</sup>  
 day of January in the year of our Lord one thousand nine  
hundred and Fifty-one (1951) Between EDWARD A. GALLAGHER  
 and MARY M. GALLAGHER, his wife, of the City of Philadelphia  
 (hereinafter called the Grantor s), of the one part, and  
LEONARD V. DOUGHTY and ELIZABETH R. DOUGHTY, his wife, of the  
said City  
 (hereinafter called the Grantee s); of the other part:



" ###DEEDBOUNDARY### This indenture Mabe the 2th day of hundred and :fifty-one (1951)  
January in the year of our Lord one thousand nine  
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 house or boiling  
establishment glue soap lamp black or powder or other  
factory stable or other building for any offensive purp  
se or occupation shall ever be erected or constructed  
upon any part of the hereby granted lot of ground and also  
that any building erected on said lot of ground shall set  
back at least thirteen feet from the building line of  
Newey Street and shall not extend beyond the line  
of the present building and the buildings on the adjoin  
ing lots of ground This restriction however is not to be  
held as covering or applying to necessary porches or  
steps and also that any building erected on said lot  
of ground shall not be sold to be used or occupied by  
any other person than one of the caucasian decent  
and the said Bella Redmond for herself her heirs Execu  
tors and administrators both by these presents even

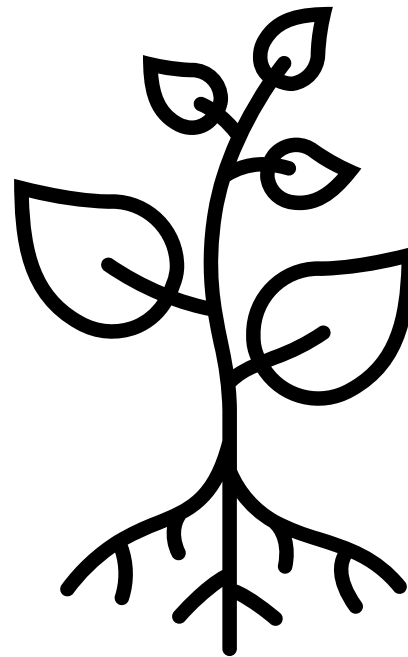
to the restriction that in co-laughter house one boiling  
infactory the oboccupation upon amyport of the as Deury  
Street and shall feet not from the building lined ang lots  
ground Athd restriction after present building and the  
steps and also onsaideat as leovering rappingly to  
necessery socches ground diall sold sanythin personithan  
one of the cancasian decent said Bella Redmond for  
herself her Heirs Enecu. Tors these presentationen  
antigrant. said Grantee her theirs andisignstic she

# Searching for Racial Covenants

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

# Searching for ~~Racial Covenants~~

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



## Flexible!

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

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

ALL THOSE TWENTY SIX CERTAIN lots or pieces of ground with the Mess  
uage 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 necessary porches and steps 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

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On the Twenty seventh day of August Anno Domini 1906 before me the  
Notary Public for the Commonwealth of Pennsylvania residing  
in the City of Philadelphia personally appeared the above named Frank J.  
Wesley and Jane his wife hereinafter called 'Gatherins' Mary Elizabeth' and Anna all  
of legal age and in due form of law acknowledged the above  
Indenture to be their act and deed and desired the same might be recorded as  
such

Witness my hand and notarial seal the day and year aforesaid

JOHN H. HANCOCK (seal)  
NOTARY PUBLIC

My Commission expires April 1<sup>st</sup> 1907

Recorded September First Nineteen hundred and twenty six at Nine ten A.M.  
Testified by William H. Yeager compared by *William H. Yeager*

JOHN H. MC CLANNEY BY DEED & MORTGAGE MADE AND CONVEYED DAY OF  
JANUARY in the year of our Lord One thousand nine hundred and twenty six (1906)  
between JOHN H. MC CLANNEY of the City of Philadelphia and Mary E. his wife of the one part Grantors and Michael J. McCracken also of said City of the other part Grantee

WITNESSETH that the Grantors for and in consideration of the sum of One Dollar lawful money of the United States of America unto them well and truly paid by the Grantee at or before the sealing and delivery hereof the receipt whereof is hereby acknowledged have granted hereunto and sold released and confirmed and by these presents Do grant hereunto and sell release and confirm unto the Grantee his Heirs and Assigns

ALL THOSE TWENTY SIX CERTAIN lots or pieces of ground with the Mess uage or Tenement on each thereon erected Situate in the Thirty eighth Ward of the City of Philadelphia and described according to a Survey made by W. F. WINDHAM Surveyor and Registrar of the Thirteenth District on the Twenty Sixth day of September A. D. 1905 and revised December 20th 1905 as follows to wit

ONE THIRTIETH SITUATE at the intersection of the Southeast side of Atlantic Street with the Southwest side of Henry Street CONTAINING in front or breadth on the said Atlantic Street Twenty three feet and extending in length or depth Southeastward between parallel lines at right angles to the said Atlantic Street the Northeast line thereof being along the Southwest side of Henry Street Fifty one feet

TWO OTHER THIRTIETH SITUATE on the Southwest side of Atlantic Street at the distance of Twenty three feet Thirty nine feet Fifty five feet Seventy one feet Eighty seven feet One hundred and three feet One hundred and sixteen feet One hundred and thirty five feet One hundred and fifty one feet and One hundred and sixty seven feet Southeastward from the

Southeast side of Henry Street EACH LOT CONTAINING in front or breadth on the said Atlantic Street Sixteen feet and extending in length or depth SOUTHWESTWARD between parallel lines at right angles to the said Atlantic Street Fifty one feet to the Southeast side of a certain Twelve feet wide private driveway extending Northeastwardly and Southwestwardly into Grand Street ANOTHER THIRTIETH SITUATE at the intersection of the Southeast side of Atlantic Street with the Northeast side of Grand Street CONTAINING in front or breadth on the said Atlantic 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 Atlantic Street the Southwest line thereof being along the Northeast side of Grand Street Fifty one feet to the Southwest side of a certain Twelve feet wide private driveway extending Northeastwardly and Southwestwardly into Grand Street ANOTHER THIRTIETH SITUATE at the intersection of the Southeast side of Atlantic Street with the Southwest side of Grand Street Containing in front or breadth on the said Atlantic Street Eighteen feet Six Inches and extending of that width in length or depth Southeastward between parallel lines at right angles to the said Grand Street the Northeast line thereof being the Southwest side of Grand Street Fifty one feet

EIGHT OTHER THIRTIETH SITUATE on the Southwest side of Atlantic Street at the positive distance of Eighteen feet six Inches Fifty four feet Six Inches Fifty feet Six Inches fifty six feet Six Inches Eighty two feet Six Inches Ninety eight feet Six Inches One hundred and thirty feet Six Inches and One hundred and thirty feet Six Inches Southeastward from the Southwest side of Grand Street EACH LOT CONTAINING in front or breadth on the said Atlantic Street Sixteen feet and extending of that width in length or depth Southeastward between parallel lines at right angles to the said Atlantic Street Fifty one feet to the Southwest side of a certain Twelve feet wide private driveway extending Northeastwardly and Southwestwardly into Barclay Street ANOTHER THIRTIETH SITUATE at the intersection of the Southeast side of Atlantic Street with the Northeast side of Barclay Street CONTAINING in front or breadth on the said Atlantic Street Eighteen feet Six Inches and extending of that width in length or depth Southeastward between parallel lines at right angles to the said Atlantic Street the Southwest line thereof being along the Northeast side of Barclay Street Fifty one feet to the Southwest side of a certain Twelve feet wide private driveway extending Northeastwardly and Southwestwardly into Barclay Street ANOTHER THIRTIETH SITUATE at the intersection of the Southeast side of Atlantic Street with the Southwest side of Barclay Street CONTAINING in front or breadth on the said Atlantic Street Twenty feet and extending of that width in length or depth Southeastward between parallel lines at right angles to the said Atlantic Street the Northeast line thereof being along the Southwest side of Barclay Street Fifty one feet

TWO OTHER THIRTIETH SITUATE on the Southwest side of Atlantic Street at the respective distance of Twenty feet and Thirty eight feet Southeastward from the

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Southeast side of Barclay Street EACH LOT CONTAINING in front or breadth on the said Atlantic Street Eighteen feet and extending of that width in length or depth Southeastward between parallel lines at right angles to the said Atlantic Street Fifty one feet to the Southwest side of a certain Twelve feet wide private driveway extending Northeastwardly and Southwestwardly into Atlantic Street AND THE SOUTHWEST CORNER CORNER SITUATE on the Southwest side of Atlantic Street at the distance of Fifty six feet Southeastward from the Southwest side of Barclay Street CONTAINING in front or breadth on the said Atlantic Street Sixteen feet Seven and One half Inches and extending of that width in length or depth Southeastward between parallel lines at right angles to the said Atlantic Street Fifty one feet to the Southwest side of a certain Twelve feet wide private driveway extending Northeastwardly and Southwestwardly into a certain Fifteen feet wide private driveway extending Northeastwardly and Southwestwardly into Atlantic Street the Southwest line thereof being along the Northeast side of the aforesaid Fifteen feet wide private driveway

BEING the same premises which JOHN DOWNS at us by Indenture bearing date the Eleventh day of March A. D. 1905 and recorded at Philadelphia in Deed Book J. H. H. NO. 2050 Page 147 etc granted and conveyed inter alia unto the said JOHN H. MC CLANNEY in fee SIMPLE AND SUBJECT however to certain Building Restrictions as therein mentioned

TO HAVE AND TO HOLD the said lots or pieces of ground with the Messuages or Tenements on each thereon erected hereunto and sold released and confirmed and by these presents Do grant hereunto and sell release and confirm unto the Grantee his Heirs and Assigns

AND the said JOHN H. MC CLANNEY for himself his Heirs Executors and Administrators Doth covenant promise and agree to and with the Grantee his Heirs and Assigns by these presents that he the said JOHN H. MC CLANNEY and his Heirs all and singular the Heirs Assigns and Licensees hereby granted or mentioned and intended so to be with the Appurtenances unto the Grantee his Heirs and Assigns against him the said JOHN H. MC CLANNEY and his Heirs and against all and every other Person and Persons whatsoever lawfully claiming or to claim the same or any part thereof by from or under him them or any of them Shall and Will Subject As aforesaid Parrant and forever DEFEND

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals dated the day and year first above written

SEALED AND DELIVERED in the presence of us

ROBERT A. DAVIES JR. JOHN H. MC CLANNEY (DEAD)  
MARY E. WESLEY MARY E. CLANNEY (DEAD)

RECEIVED on the day of the date of the above Indenture of the above named Grantee the full consideration money hereinbefore mentioned

WITNESSES AT SIGNING

ROBERT A. DAVIES JR. JOHN H. MC CLANNEY  
MARY E. WESLEY

THREE U. S. ITS. REV. STAMPS AMOUNT OF \$ 18.00 CANCELLED

ON THE TWENTY EIGHTH day of January ANNO DOMINI 1906 before me the Subscriber A Notary Public for the Commonwealth of Pennsylvania residing in the City of Philadelphia personally appeared the above named JOHN H. CLANNEY and Mary E. his wife and in due form of law acknowledged the above Indenture to be their act and deed and desired the same might be recorded as such

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of the Grantee his Heirs and Assigns Doth covenant promise and agree to and with the Grantee his Heirs and Assigns by these presents that he the said JOHN H. MC CLANNEY and his Heirs all and singular the Heirs Assigns and Licensees hereby granted or mentioned and intended so to be with the Appurtenances unto the Grantee his Heirs and Assigns against him the said JOHN H. MC CLANNEY and his Heirs and against all and every other Person and Persons whatsoever lawfully claiming or to claim the same or any part thereof by from or under him them or any of them Shall and Will Subject As aforesaid Parrant and forever DEFEND

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

3914 Sansom St

1920-03-29



1924-09-08



1946-04-15

#####  
 FREDERIC COURTLAND PENFIELD # 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  
 ##### COURTLAND PENFIELD of the City of  
 Philadelphia and ANNE. W. PENFIELD his wife (hereinafter called  
 the Grantors) of the one part and ISABELLA ELEANOR ROYLE of the

ISABELLA ELEANOR ROYLE ) THIS INDENTURE Made the Eighth day of September in the 531  
 TO ) Year of our Lord One Thousand Nine hundred and Twentyfour  
 JAMES COLEMAN ET UX (1924) BETWEEN ISABELLA ELEANOR ROYLE Unmarried of the  
 (hereinafter called the Grantor) of the one part and JAMES  
 COLEMAN of the said City and ANNA COLEMAN his wife ( hereinafter called the Grantees

**This Indenture** made the 15<sup>th</sup> day of April in the year of our Lord one thousand nine hundred and forty-six (1946) Between ANNA COLEMAN, widow, of the City of Philadelphia, State of Pennsylvania (hereinafter called the Grantor), of the one part, and FRANCES M. LUNDAHL, widow, of the City of Philadelphia, State of



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



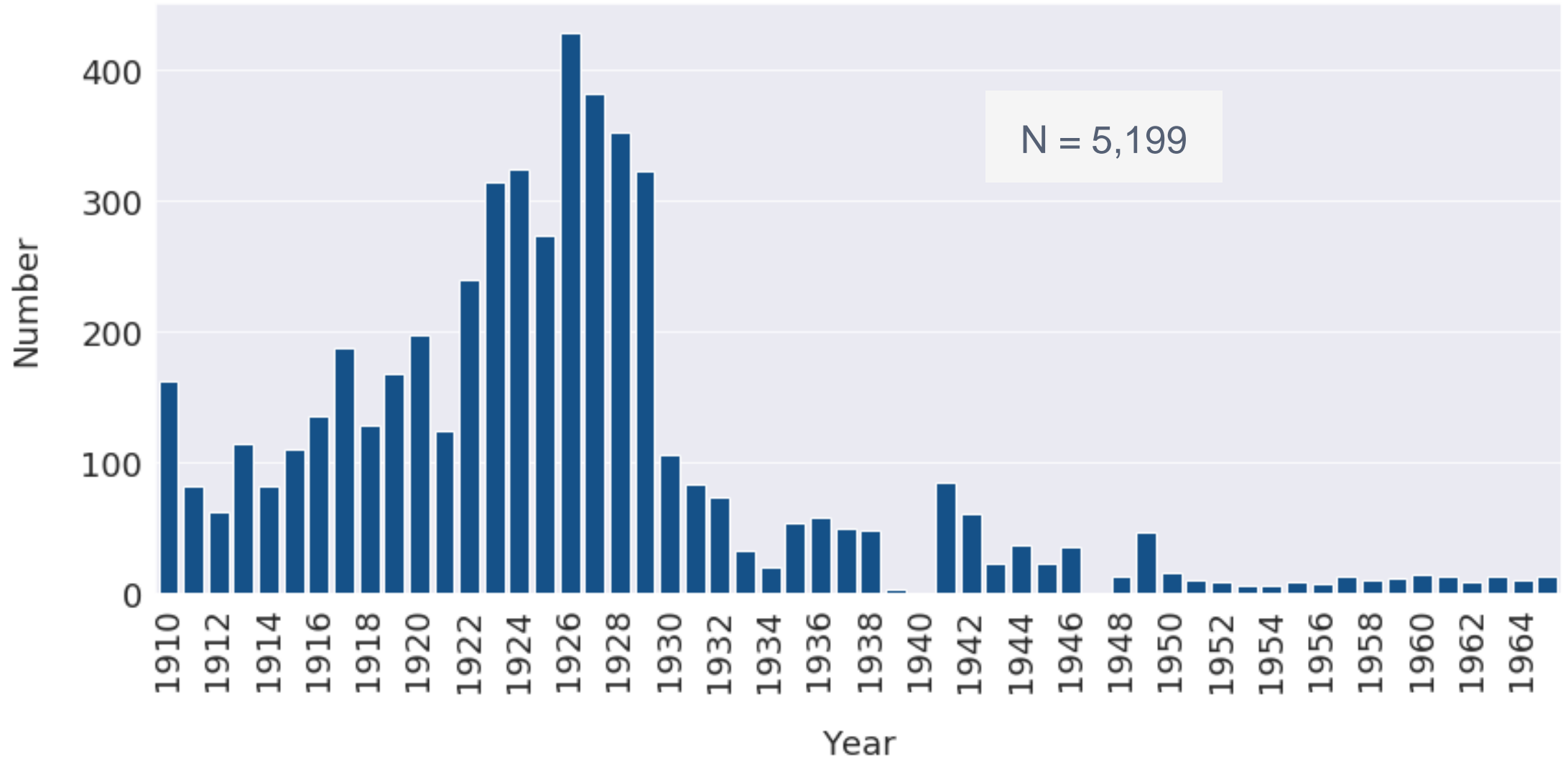
That the above described premises shall not be sold to nor used nor occupied by any other Person than the Caucasian descent.



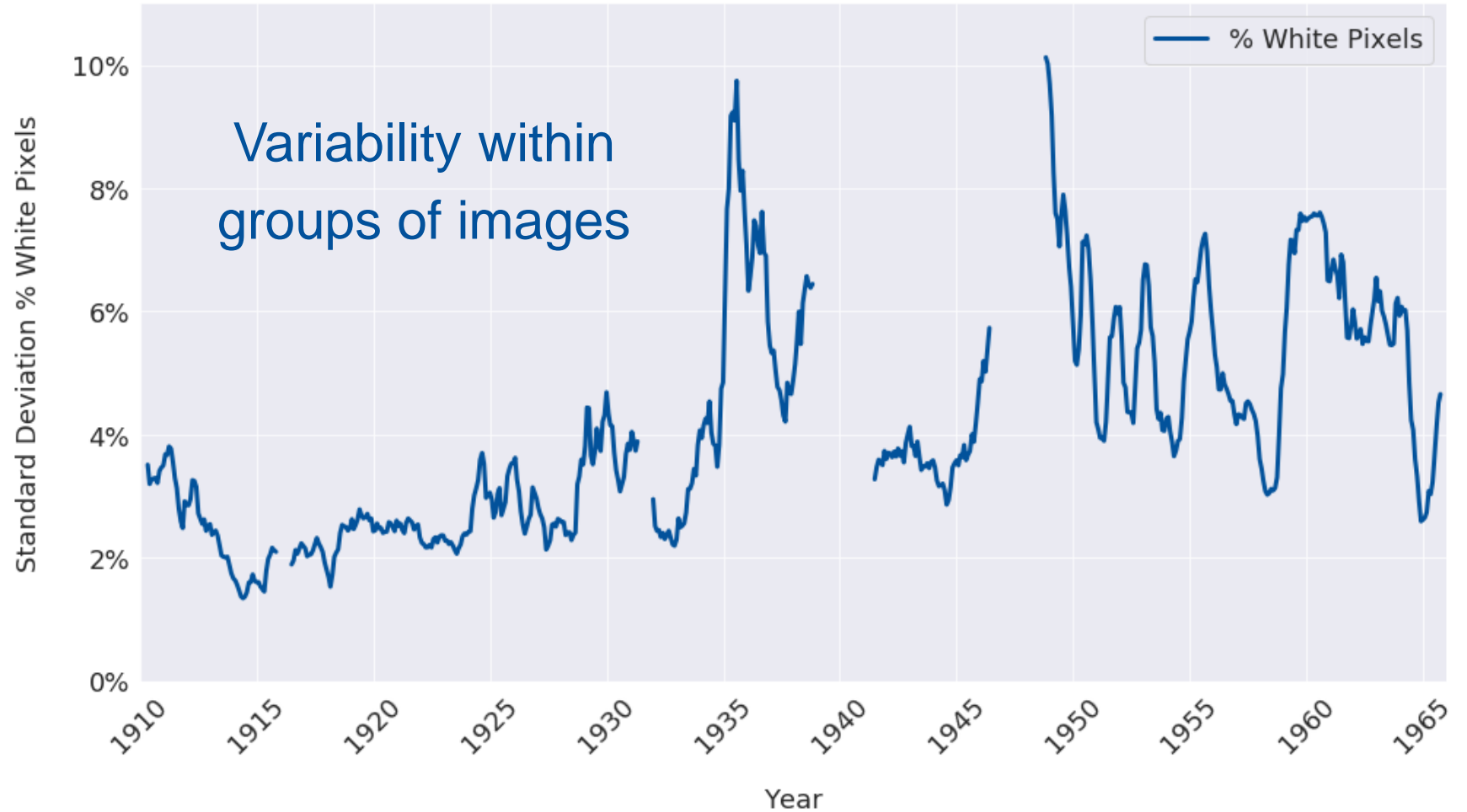
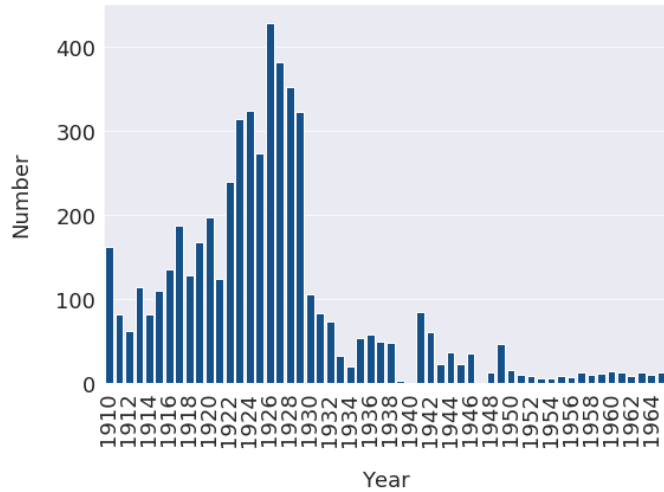
to wit: That the above described premises shall not be sold to nor use nor occupied by any other person than the Caucasian descent.



# Documents with Covenant ‘Mentions’



# Understanding Covenant ‘Mentions’



# Understanding Covenant 'Mentions'

1963

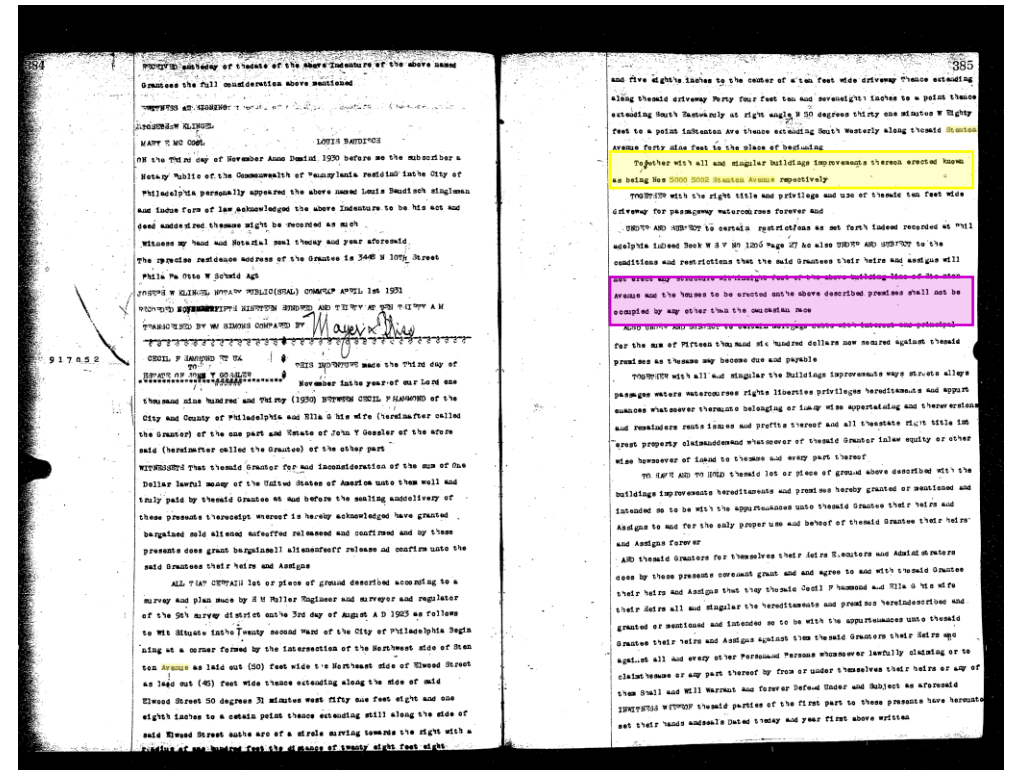
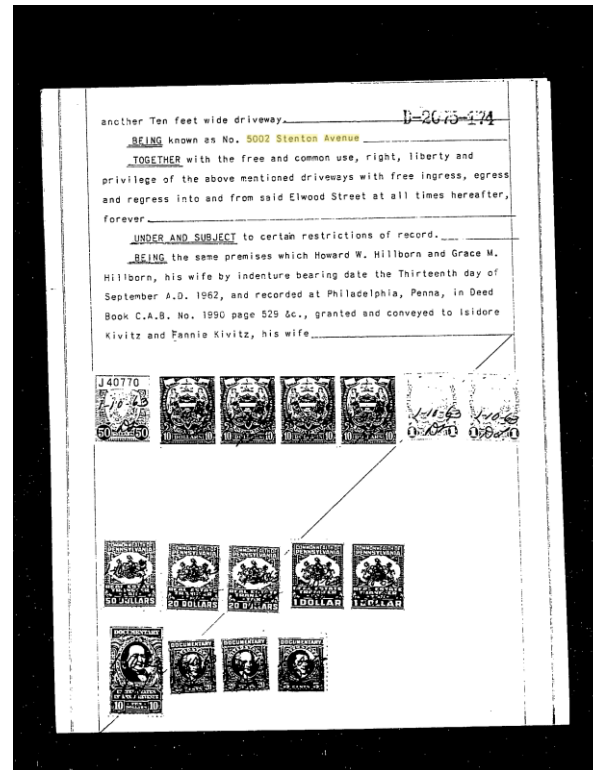
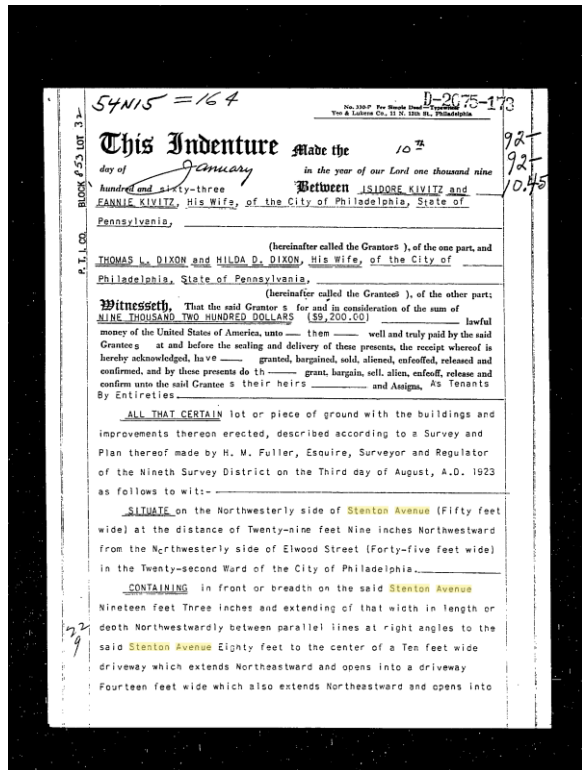
BEING known as No. 5002 Stenton Avenue

UNDER AND SUBJECT to certain restrictions of record.

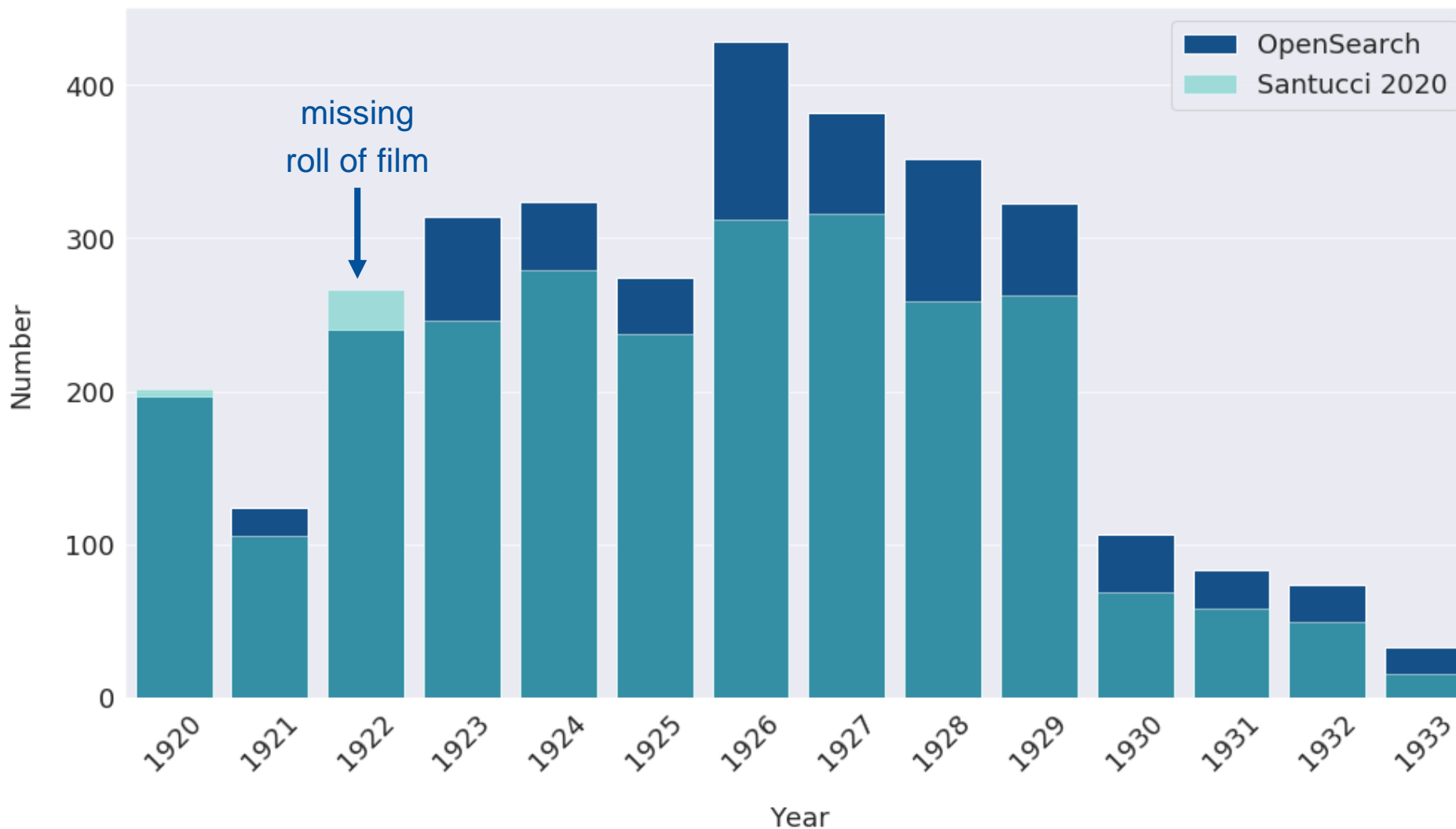
1930

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

Avenue and the houses to be erected on the above described premises shall not be occupied by any other than the Caucasian race



# Comparison with Previous Methods



OpenSearch finds 22% more covenant 'mentions'

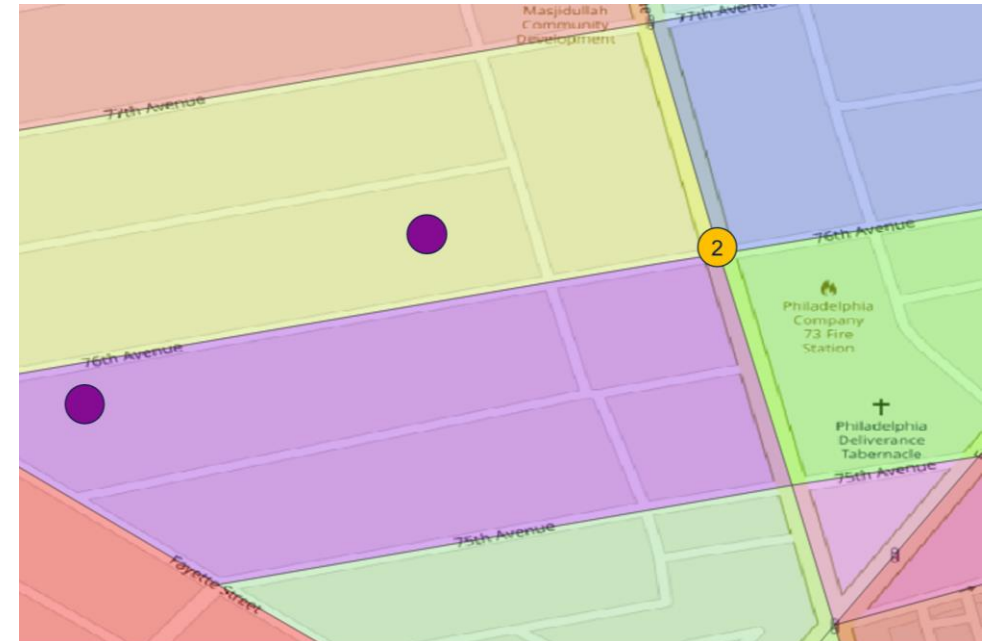
OpenSearch recovers 93% of LS sample using full LS data for query

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

