

MAPPING PREJUDICE

Kirsten Delegard, Project Director
University of Minnesota Libraries



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/MappingPrejudice



LIBRARIES

UNIVERSITY OF MINNESOTA

Twin Cities metro home ownership

75%

White families

33%

Black families

Largest gap in the nation (Minneapolis Fed, 2022)

What is a covenant?

- A provision in a property sale that limits the buyer's use of the property
- Often “runs with the land,” meaning that it's binding on future buyers as well
- Not all restrictive covenants are racial, many still legal

F. - No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

Source: [Legal Information Institute, Cornell Law School](#)

Warning

Racist and outdated language coming in next slides

Racial Covenant

538

Doc. No. 712111. Filed April 23 1914 at 12:35 o'clock P. M.

Henry B. Scott & Wf.
to
Nels A. Anderson

THIS INDENTURE, Made on the 25th day of May A. D. One Thousand Nine Hundred and ten (1910) by and between Henry B. Scott and Leonora C. Scott, his wife, by W. F. McFarland, her attorney in fact, of the City of Burlington, Iowa, parties of the first part, and Nels A. Anderson of the County of Hennepin in the State of Minnesota, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred Twenty-five and No/100ths (\$525.00) 100 Dollars, to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, his heirs and assigns, the following described Lots, Tract, or Parcels of Land, lying, being and situate in the County of Hennepin and State of Minnesota, to-wit:

The East One-half (E- $\frac{1}{2}$) of Lot numbered Five (5), in Block numbered Eleven (11), Seven Oaks Acres, Minneapolis, Minnesota according to the recorded map or plat thereon on file and of

The party of the second part hereby agrees that the premises hereby conveyed shall not at any time be conveyed, mortgaged or leased to any person or persons of Chinese, Japanese, Moorish Turkish, Negro, Mongolian or African blood or decent. Said restrictions and covenants shall run

them are broken by the grantee herein or his heirs or his assigns, then and in that case this conveyance shall be void.

It is further mutually covenanted that the premises hereby conveyed shall not at any time be conveyed, mortgaged or leased to any person or persons of Chinese, Japanese, Moorish, Turkish, Negro, Mongolian or African blood or descent. Said restrictions and covenants shall run with the land and any breach of any or either thereof shall work a forfeiture of title, which may be enforced by re-entry.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereto in anywise appertaining, and the said Henry B. Scott, one of the parties of the first part does covenant with the said party of the second part his heirs and assigns, as follows: That they are lawfully seized of said premises in fee simple, and that they have good right and power to grant and convey the same; that the same are free from all incumbrances whatsoever except special installments of taxes, if any, levied, but not paid and that the said party of the second part his heirs and assigns, shall quietly enjoy and possess the same: and that the said parties of the first part will WARRANT AND DEFEND the title to the same against all lawful claims.

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

Signed, Sealed and Delivered
in Presence of
E R Hanbold
Edwin J Smith

Henry B Scott (Seal)
Leonora C Scott (Seal)
by W.F. McFarland Atty in fact.

CERTIFICATE
No. 49547

Certificate of Title

COURT

Transfer from Nos. 41665, 41666 and 41667 Originally registered the 21st day of July, A.D., 19

Folium 106

Page 239

Register of Titles

STATE OF MINNESOTA,
COUNTY OF RAMSEY.

This is to certify that Olaf A. Peterson and Edith M. Peterson
of the City of Saint Paul
and State of Minnesota

Registration

County of Ramsey
do hereby convey to the owner of an estate, to wit in fee simple as joint tenants and not as tenants in common
their assigns, and to the survivor of said parties and the heirs and assigns of the survivor, do
of and in the following described land situated in the County of Ramsey and State of Minnesota
Lots twelve (12), thirteen (13) and fourteen (14) in Block four (4) in Mattock Park
an Addition to the City of St. Paul, according to the recorded plat thereof on file and of record
in the office of the Register of Deeds in and for Ramsey County, Minnesota.

(This conveyance is made upon the following conditions only, which conditions are to be
in full force and effect until January 1, 1938, that when the premises herein contained are improved
it shall be by the erection of one new single family residence building costing not less than \$5
and no part of said building is to be located nearer than 30 feet to the front lot line of the within
described premises. It is agreed that no sand or gravel shall be taken or removed from the within
described premises except such as may be necessary for the excavation for a basement of the building
as herein provided. The parties of the second part hereby agree that the premises hereby conveyed

shall not at any time be conveyed, mortgaged or leased to any person or persons of Chinese, Japanese,
Moorish, Turkish, Negro, Mongolian or African blood or descent.)

RECORDED
JUL 21 1923
REGISTER OF TITLES
DEPUTY

Ramsey County Covenant 1923

"The parties of the second part hereby agree that the premises hereby conveyed shall not at any time be conveyed, mortgaged, or leased to any person or persons of the Chinese, Japanese, Moorish, Turkish, Negro, Mongolian or African Blood or descent."

Racial covenant from Mounds View

The above described premises are subject to the following covenants which shall run with the land and shall bind the purchasers, their heirs, executors, administrators and assigns, until the 1st day of January, 1971, when they shall cease and terminate, to-wit: **No person or persons other than of the Caucasian race shall be permitted to occupy said premises or any part thereof.**

Warranty Deed.
Indenture to Corporation.

Form No. 3-M.

0225872

This Indenture, Made this 27th day of November, 1945,
between Oscar Bronson and Lillian Bronson, husband and wife, and John O. Erickson and
Emmy M. Erickson, husband and wife;

of the County of Hennepin and State of Minnesota,
parties of the first part, and Spring Lake Park Lutheran Church
a corporation under the laws of the State of Minnesota, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Dollar and other valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said party of the second part,
its successors and assigns, Forever, all the tract or parcel of land lying and being in the County
of Ramsey and State of Minnesota, described as follows, to-wit:

Lot One Hundred Fourteen (114), Spring Lake Park Hillview, Ramsey County, Minnesota,
according to the plat thereof on file in the office of the Registrar of Titles in and
for said County of Ramsey, State of Minnesota.

Subject to a five (5) foot strip easement along the rear line for public utility use
such as setting of poles, stringing of wires, trimming or removing trees, if necessary,
for line clearance and laying of underground conduits.

The above described premises are subject to the following covenants which shall run
with the land and shall bind the purchasers, their heirs, executors, administrators
and assigns, until the 1st day of January, 1971, when they shall cease and terminate,
to-wit: No person or persons other than of the Caucasian race shall be permitted
to occupy said premises or any part thereof.



And the above bargained and granted lands and premises, in the quiet and peaceable possession of the
said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim
the whole or any part thereof, subject to incumbrances, if any, heretofore mentioned, the said part
of the first part will Warrant and Defend.

In Testimony Whereof, The said parties of the first part have hereunto set their
hand & the day and year first above written.

In Presence of

Vigil J. Olson
H. Carlson

Oscar Bronson
Lillian Bronson
John O. Erickson
Emmy M. Erickson

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No persons of any race other than the Aryan race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

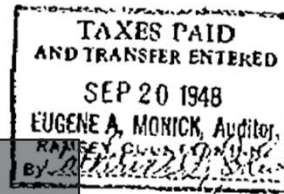
"Said buildings must have shingle roofs, drop siding, and be painted or of brick, cement or stone construction"

Racially Restrictive Covenant in Ramsey County

This conveyance is made subject to the following restrictions:
That during the period ending January 1, 1983, no building shall be erected or occupied upon said premises other than a completed single family dwelling containing not less than 20,000 cubic feet, fronting on Baynard Avenue, and garage for not more than two passenger automobiles; said buildings must have shingle roofs, drop siding, and be painted, or of brick, cement or stone construction; no animals shall be permitted upon said premises except family pets limited to one cat, one dog and one bird; no part of any building shall be erected within 30 feet of the front line of said lot and within 5 feet of the west line of said lot 12 and the east line of said lot 13; such dwelling house and garage shall not be so constructed as to be identical in structure and appearance with any other dwelling house and garage constructed in the same block; that said premises shall be occupied only by persons of the caucasian race.

"no animals shall be permitted upon said premises except family pets limited to one cat, one dog and one bird"

"that said premises shall be occupied only by persons of the caucasian race."



Dakota County racial covenant

No person of any race other than the white race shall own, use, occupy any buildings on said premises, except that this restriction shall not prevent the occupancy by domestic servants of a different race domiciled with an owner or tenant.

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DEED RECORD No. 228—DAKOTA COUNTY, MINN.

Instrument No. 184818
Filed for Record, this 4th day of June, A. D. 1946, at 9 o'clock A. M., C. E. Tuttle, Register of Deeds, By _____, Deputy.

This Indenture, Made this 2nd day of April, 1946,
between Thomas F. Hurley and Catherine C. Hurley, both unmarried

of the County of Dakota and State of Minnesota, parties of the first part, and Martin D. McDonough and Bertille E. McDonough, his wife, of the County of Ramsey and State of Minnesota, parties of the second part.

Witnesseth, That the said part. 1st. of the first part, in consideration of the sum of One dollar and other good and valuable consideration to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their heirs, the survivor of said parties, and the heirs and assigns of the survivor, Forever, all the tract or parcel of land lying and being in the County of Dakota and State of Minnesota, described as follows, to-wit:

Lot number six (6) Block Three (3) Hurley's Second Addition to West St. Paul, according to the recorded plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota, subject to an easement over the rear five feet of said lot for utility installation and maintenance and subject to the following restrictions which shall run with the land and be binding on the parties of the second part, their heirs and assigns:

No structure shall be erected, altered, placed or permitted to remain on said lands other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

No structure of a temporary nature shall be erected, placed, or permitted to remain on said lands nor shall any trailer, basement, tent or shack or garage or other outbuilding be used as a residence temporary or permanent.

No dwelling costing less than \$4000.00 exclusive of the lands shall be permitted on said premises.

No person of any race other than the white race shall own, use, occupy any building on said premises, except that this restriction shall not prevent the occupancy by domestic servants of a different race domiciled with an owner or tenant.

Invalidation of any of the restrictions herein contained by Judgment or decree of any Court of competent jurisdiction shall in no wise affect any of the other provisions, which said restrictions shall remain in full force and effect until the 1st day of January 1967.

part. 1st. of the first part, for themselves, their heirs, executors and administrators do covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that they are well seized in fee of the lands and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, heretofore mentioned, the said part. 1st. of the first part will Warrant and Defend.

In Testimony Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

In Presence of
E. C. Weisinger } Thomas F. Hurley
Jeanette Olson } Catherine C. Hurley


State of Minnesota, }
County of Dakota, } ss.
On this 13th day of April, 1946, before me, a Notary Public within and for said County, personally appeared Thomas F. Hurley and Catherine C. Hurley, both unmarried to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

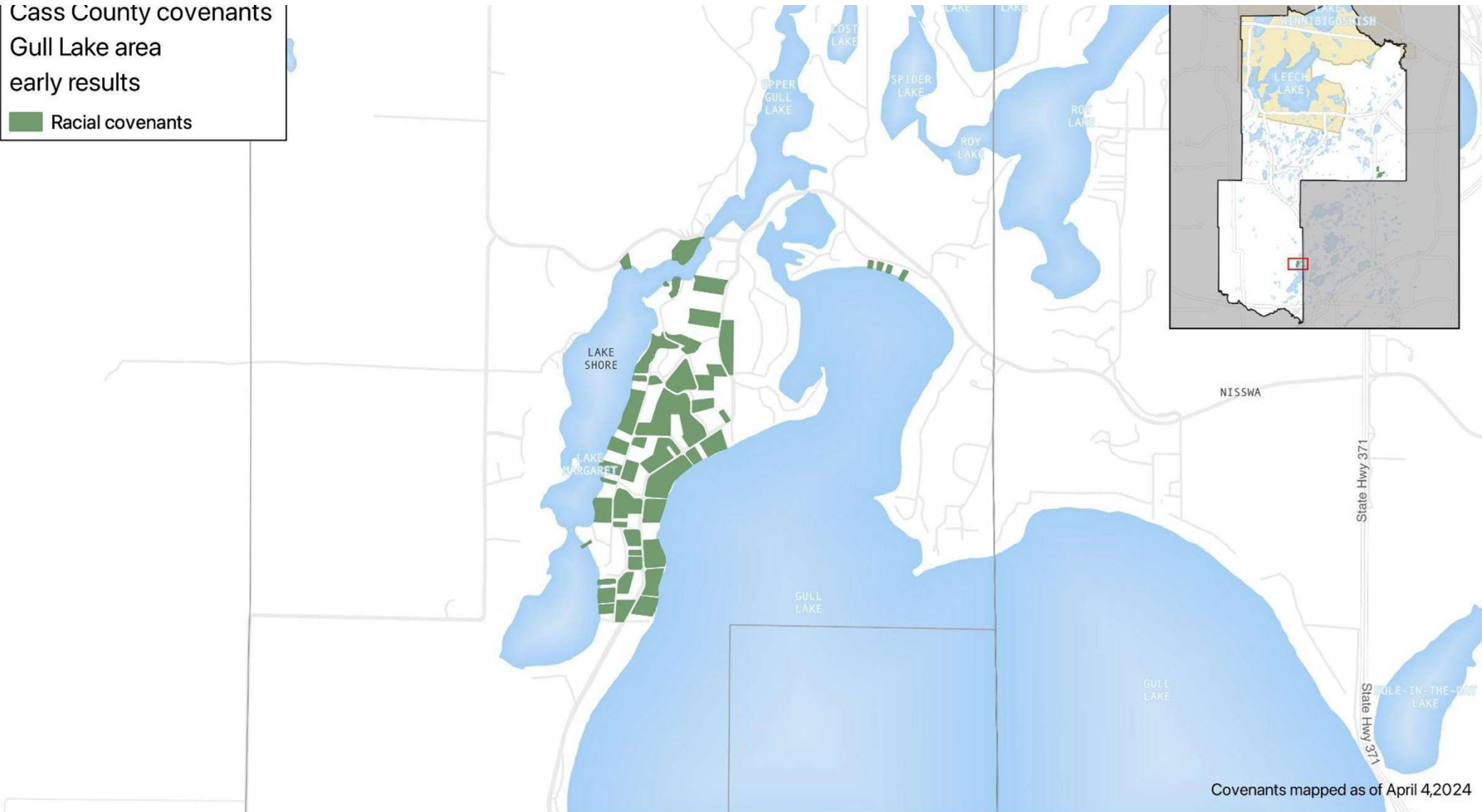
Notarial Seal
Edmund C. Weisinger
Notary Public, Dakota County, Minn.
My commission expires Nov. 26, 1949.

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Cass County covenants

Gull Lake area early results

 Racial covenants



Covenants mapped as of April 4, 2024

DEED RECORD—86

Minnesota Uniform Conveyancing Blank No. 5

23

INSTRUMENT

No. 75982

Edward Vandersluis and Louise
Vandersluis, his wife.
TO
Carl W. Grewe and Ruth M. Grewe,
husband and wife

Filed for record this 28th day of October
A. D. 1941, at 11:30 o'clock A. M.
Thos. Niedzielski Register of Deeds.
By Deputy.

This Indenture, Made this 27th day of October, 1941,
between Edward Vandersluis and Louise Vandersluis, his wife,
also known as Ed Vandersluis

of the County of Benton and State of Minnesota part 1st of the first part, and
Carl W. Grewe and Ruth M. Grewe, husband and wife,

of the County of Benton and State of Minnesota, parties of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Dollar and other valuable consideration DOLLARS,
to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,

to the place of beginning; possession shall be given to grantees November 1st, 1941, Pro-
vided, that this deed is given subject to the restrictive covenant of the grantees that for
twenty five years after date said premises shall not be sold, leased or rented or occupied
by any person of the negro, oriental, semitic or Indian races, or who has the blood of any of
said races (except as limited by present laws or treaties) and that said premises shall be
used only for residential purposes.

to the place of beginning; possession shall be given to grantees November 1st, 1941; Pro-
vided, that this deed is given subject to the restrictive covenant of the grantees that for
twenty five years after date said premises shall not be sold, leased or rented or occupied
by any person of the negro, oriental, semitic or Indian races, or who has the blood of any of
said races (except as limited by present laws or treaties) and that said premises shall be
used only for residential purposes.



To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining,
to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the
second part taking as joint tenants and not as tenants in common.

And the said

parties of the first part, for themselves, their heirs, executors and administrators do covenant with the said parties of the
second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that they are well seized in fee of the
lands and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all
incumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the
survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject
to incumbrances, if any, hereinbefore mentioned, the said part 1st of the first part will Warrant and Defend.

12

Mapping Process



Digitized Docs



Optical
Character
Recognition



Text

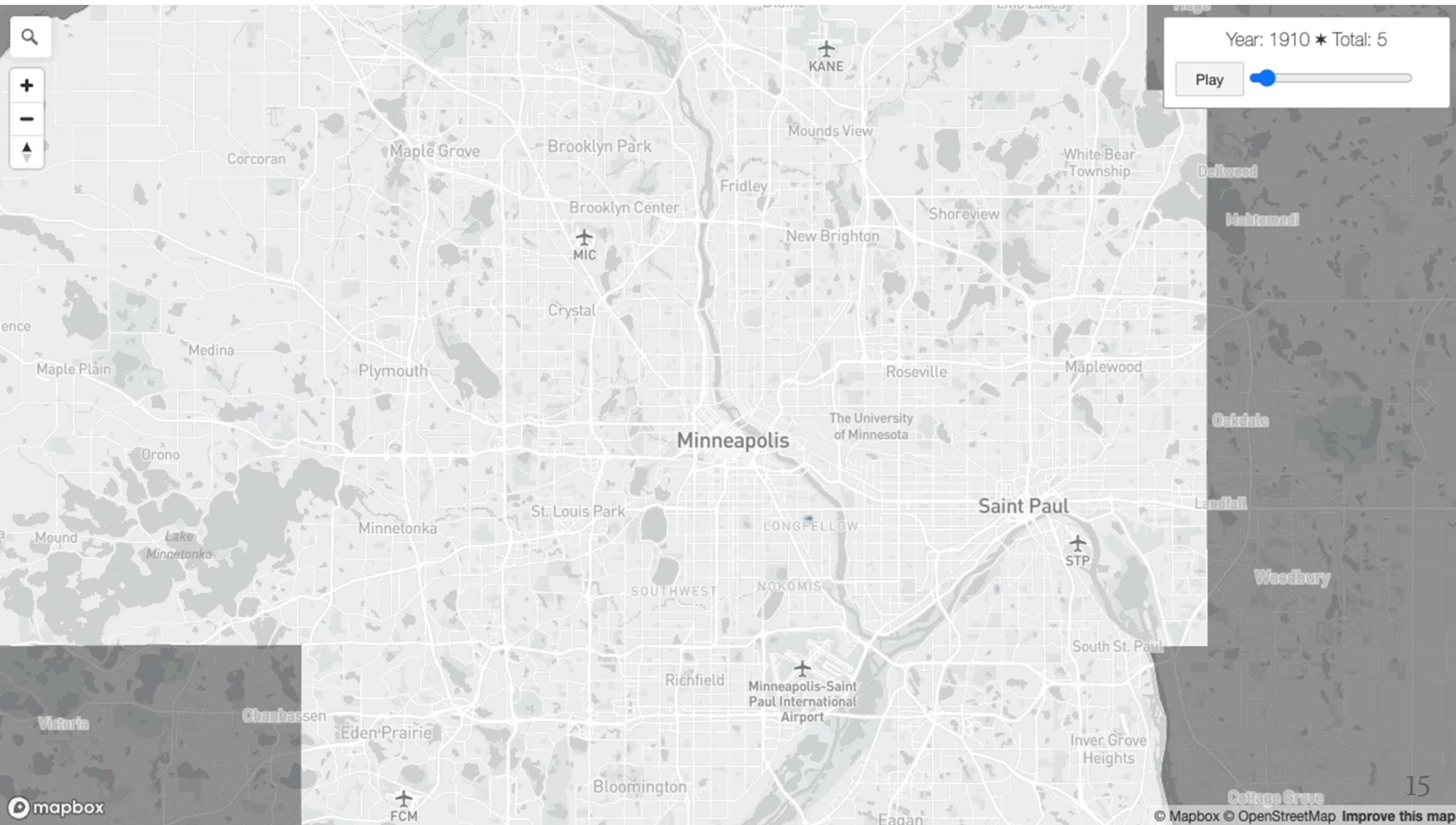


Zooniverse



Digitized Map





National Association of Realtors

ARTICLE 26.

Before a Realtor buys for a client property in the ownership of which the Realtor has an interest, he should disclose his interest to all parties to the transaction.

ARTICLE 27.

Before a Realtor sells property in the ownership of which he is interested, he should make it clear to the purchaser that he is acting solely for the owner.

ARTICLE 28.

A Realtor when acting as a broker should make it clear for which party he is acting, and he should not receive compensation from more than one party except with the full knowledge and consent of all parties to the transaction.

ARTICLE 29.

Under no circumstances should a Realtor permit any property in his charge to be used for illegal or immoral purposes.

ARTICLE 30.

In closing transactions, the Realtor should advise the use of legal counsel when the interest of any party to the transactions appears to require it; and in all cases he should exercise care in the preparation of documents so that they shall embody the exact agreements reached.

ARTICLE 31.

At the time the agreement is reached as to the terms of a transaction the Realtor should fully inform each party regarding commissions and other expenses to which each is respectively liable.

ARTICLE 32.

Before the closing of a transaction, the Realtor should recommend the examination of title and conveyancing papers.

ARTICLE 33.

All contracts and agreements to which a Realtor is a party should be made in writing and should be complete and exact.

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.

ARTICLE 35.

No instructions nor inducements from any client or customer relieve the Realtor from his responsibility strictly to observe this Code of Ethics.

CODE OF ETHICS



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.

Adopted by the

National Association of Real Estate Boards

at its

SEVENTEENTH ANNUAL CONVENTION

June 6, 1924

Federal Housing Administration

UNDERWRITING MANUAL

UNDERWRITING AND VALUATION PROCEDURE
UNDER TITLE II
OF THE
NATIONAL HOUSING ACT

FEDERAL
HOUSING ADMINISTRATION



WASHINGTON, D. C.

class of improvements contemplated. Since an assumption is the basis for rating, high ratings are seldom justified.

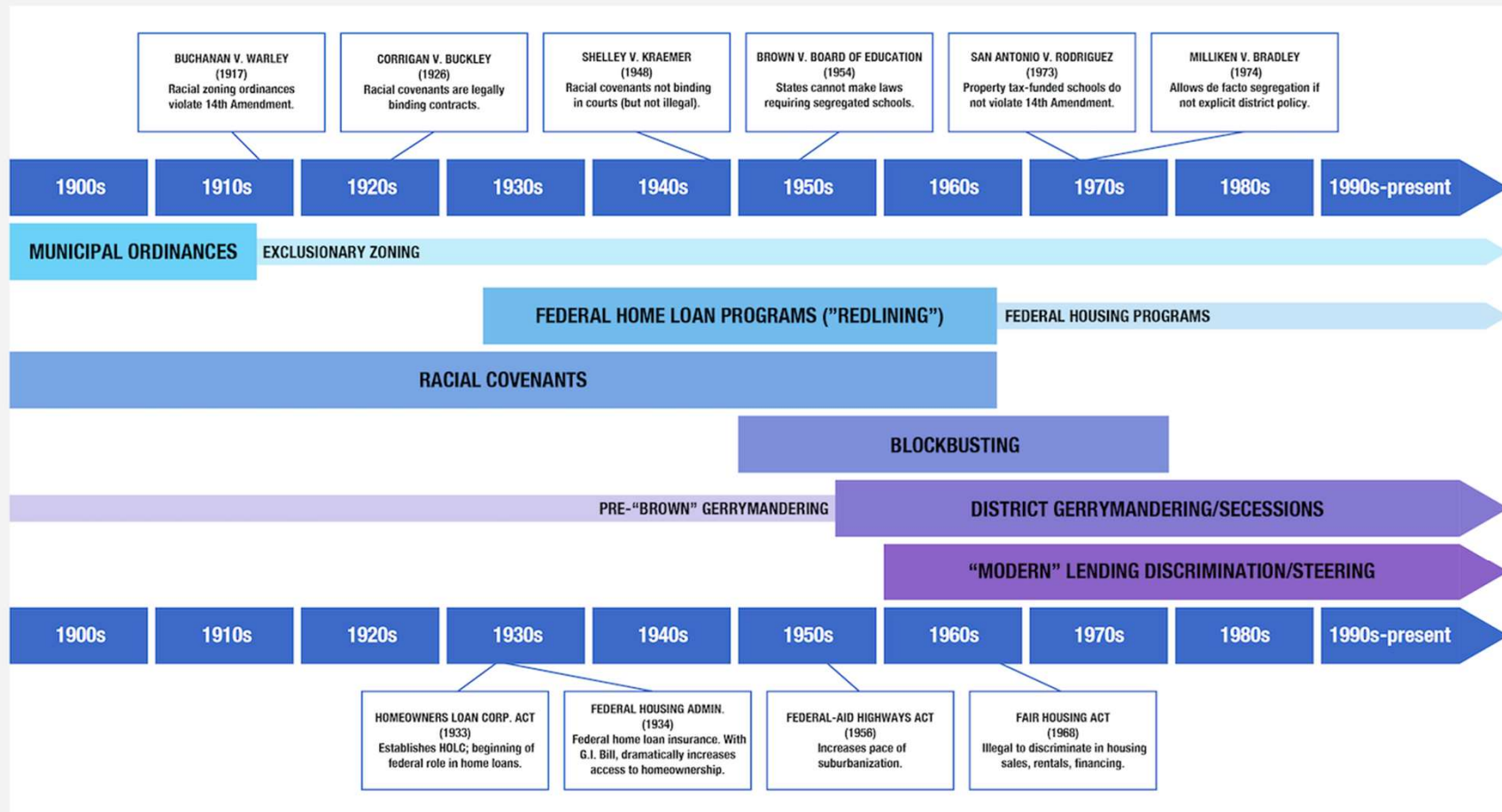
980 (1). *Protection from Adverse Influences.* The Valuator should realize that the need for protection from adverse influences is greater in an undeveloped or partially developed area than in any other type of neighborhood. Generally, a high rating should be given only where adequate and properly enforced zoning regulations exist or where effective restrictive covenants are recorded against the entire tract, since these provide the surest protection against undesirable encroachment and inharmonious use. To be most effective, deed restrictions should be imposed upon all land in the immediate environment of the subject location.

1938

Legal action

- 1917: *Buchanan v. Warley* bars racial zoning, clears way for covenants
- 1919: Minnesota outlaws religious covenants
- 1940s: NAACP launches national legal campaign against covenants
- 1948: *Shelley v. Kraemer* rules covenants unenforceable
- 1953: Minnesota bars new racial covenants
- 1963: Minnesota bars housing discrimination on basis of race, religion, and national origin
- 1968: U.S. Fair Housing Act

THE CHRONOLOGY OF MAJOR RACIAL/ETHNIC SEGREGATION STRATEGIES, LAWS, AND SUPREME COURT DECISIONS, 1900-2022

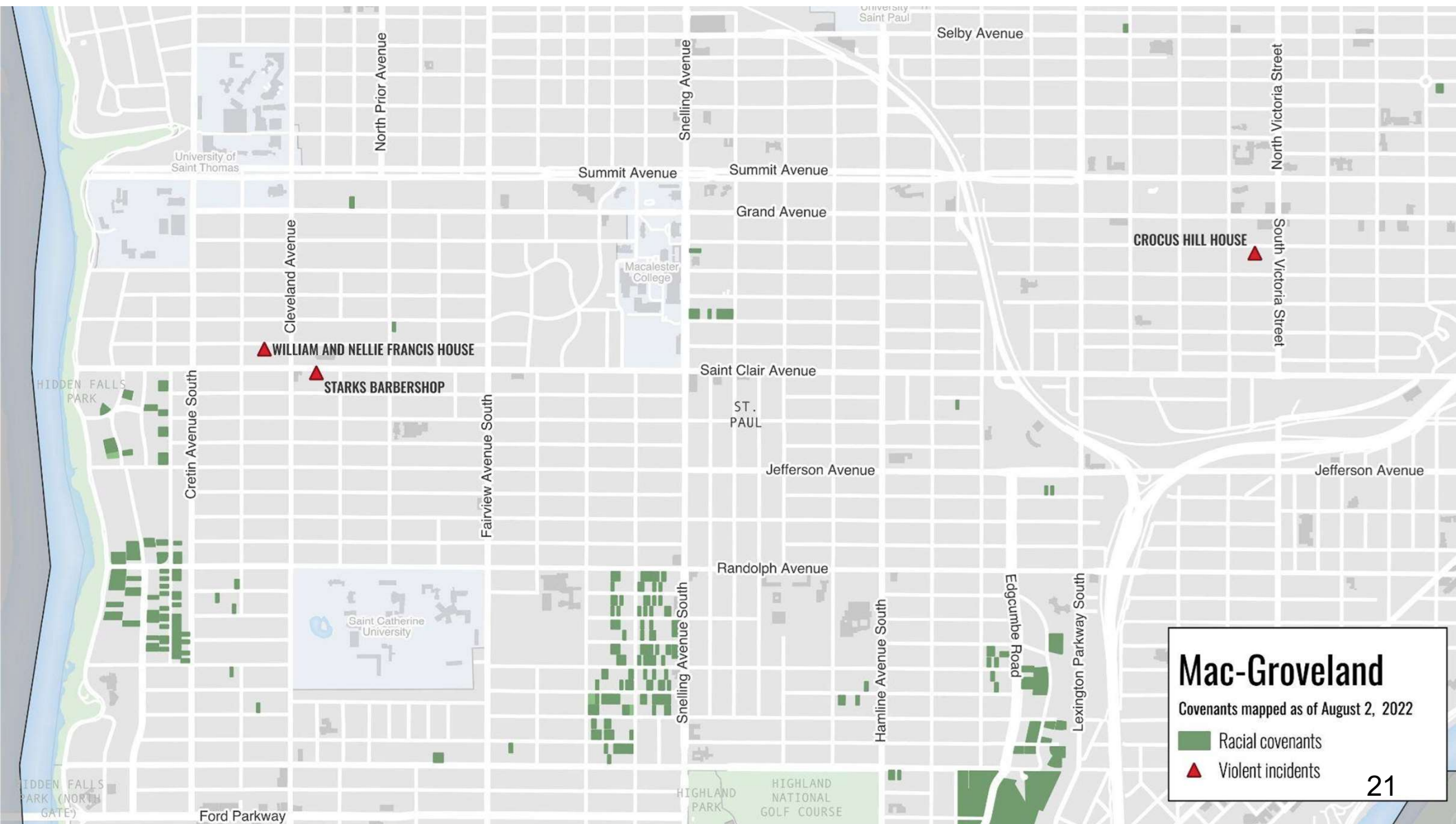


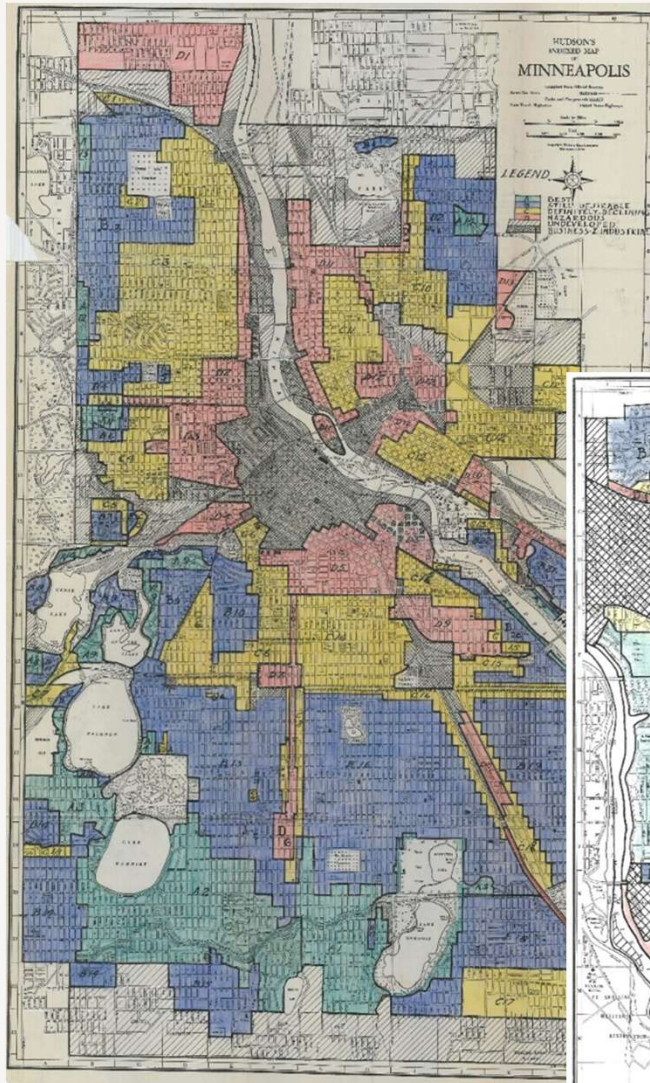
PUT A BEGGAR ON HORSEBACK
HE WILL RIDE IT TO
DEATH!

THIS SIDE OF CARD IS FOR ADDRESS

MRS. W.T. FRANCIS
2092 SARGENT ST.
ST. PAUL.
MINN

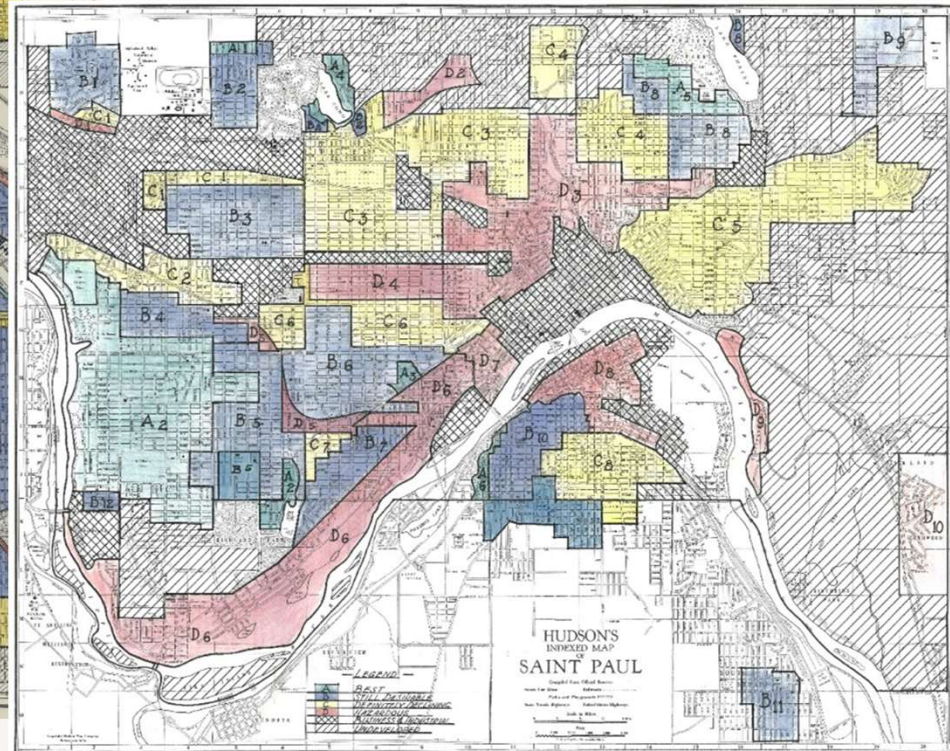
Nellie and
William T.
Francis





REDLINING

HOLC "Redlining" Maps of the Twin Cities Circa 1937



Is and Freeways in the Twin Cities, 1940

DESPERATELY need Minneapolis homes for displaced freeway families. Particularly need 2 & 3 BR homes conveniently located. Will pay cash now & wait until spring for poss. If you are thinking of making a move, call us now. Free sales estimate, no obligation. Just call PA 9-7346 for quick results (Eves. PA 2-9146)

WE 9-3925 891.
19 HOMES NEEDED !!
Freeway families need homes & duplexes by Aug. 1st. Cash. Call today. Dawson, TA 5-4294, TA 7-2557, Rltr.

129. WANTED TO RENT

FAMILY being displaced by freeway system in Mpls. is looking for a 3-bedroom house to rent. Location — 22nd Ave. No. & Lowry Ave. between Washington Ave. and Emerson Ave. No. Rent approx. \$95 per mo. Contact Minn. Highway Dept., Relocation Office, Mr. Louis, Tel. 545-3761 Ext. 68, Mon. thru Fri. 8 A.M. to 4:30 P.M.

PARTY being displaced by freeway system in Mpls. is looking for a 3-bedroom unfurnished apt. in N.E. Mpls. Rent approx. \$115 per mo. incl. utilities. Contact Minn. Hwy. Dept. Relocation Office, Mr. Louis, Tel. 545-3761, Ext. 68, Mon. thru Fri. 8 A.M. to 4:30 P.M.

Rondo

Dislodged by Freeway?
Check this north side duplex. \$130 income + owner's apt. Two 60 ft. lots have good commercial possibilities.
DAVENPORT REALTY TA 5-3100

New Home Development

This Indenture, Made this 20th day of February, 1950,
between SUBURBAN PROPERTIES, INC.

Suburban Properties, Inc., has
announced the opening of Lex.

and State of Minnesota, described as follows, to-wit: Lots twelve (12) and Thirteen (13), Block
Six (6), Lexington Park No. 5, Anoka County, Minnesota, all according to the recorded
plat thereof.

(Reserving therefrom a fifteen foot (5') fire escape easement across the rear lot line for public

covenant shall not prevent the removal of gravel for the purpose of excavating for the erecting, co
nance on any of said lots, nor the proper grading of any lot in order to make the contour thereof co
other than of the Caucasian race shall be permitted to occupy said premises or any part thereof.

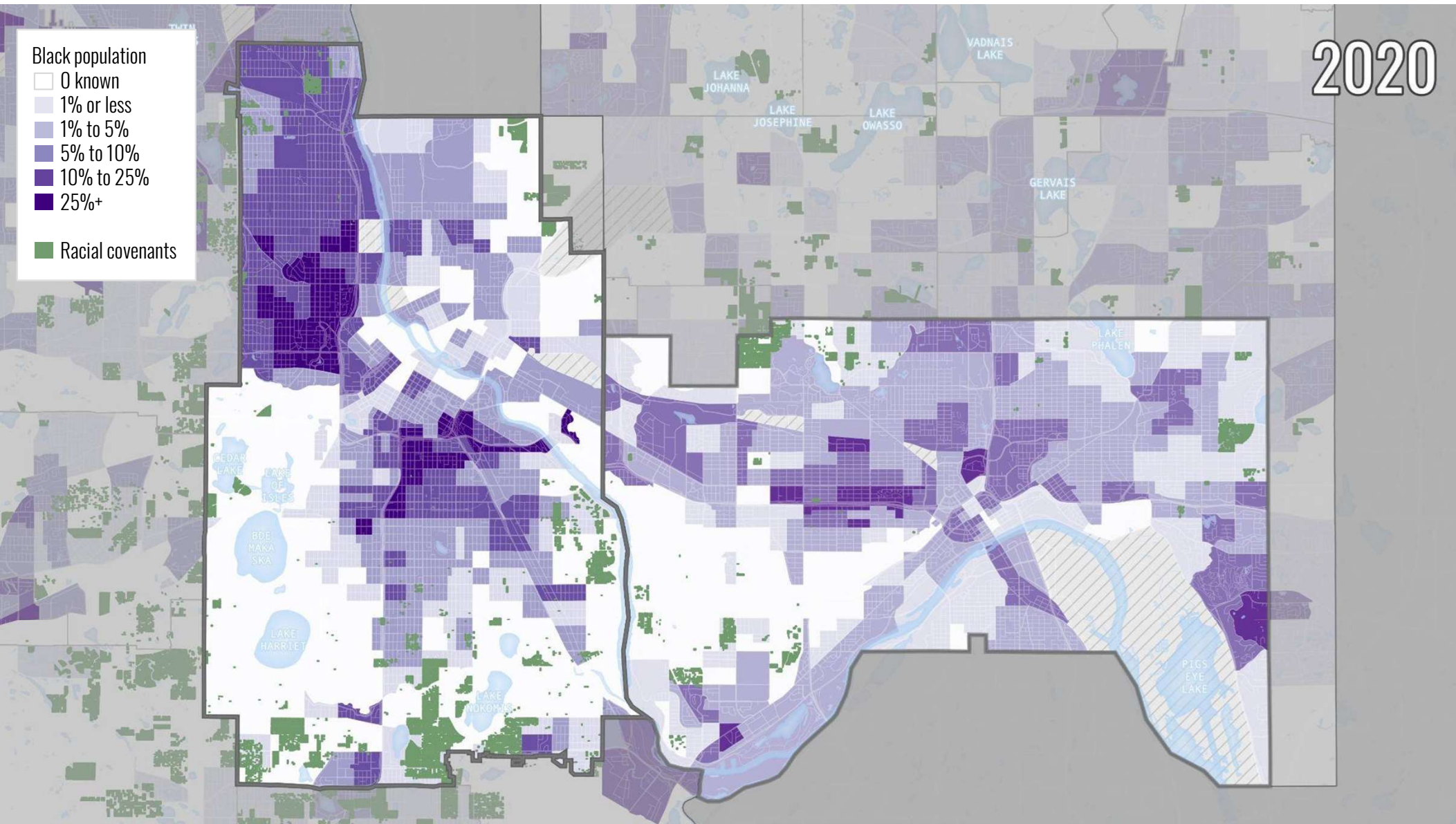
under \$3,000, which makes it
possible for the average worker
to purchase on terms like rent,
the realtor declares.

Black population

- 0 known
- 1% or less
- 1% to 5%
- 5% to 10%
- 10% to 25%
- 25%+

Racial covenants

2020



Delegard family moves into their new home, 1942

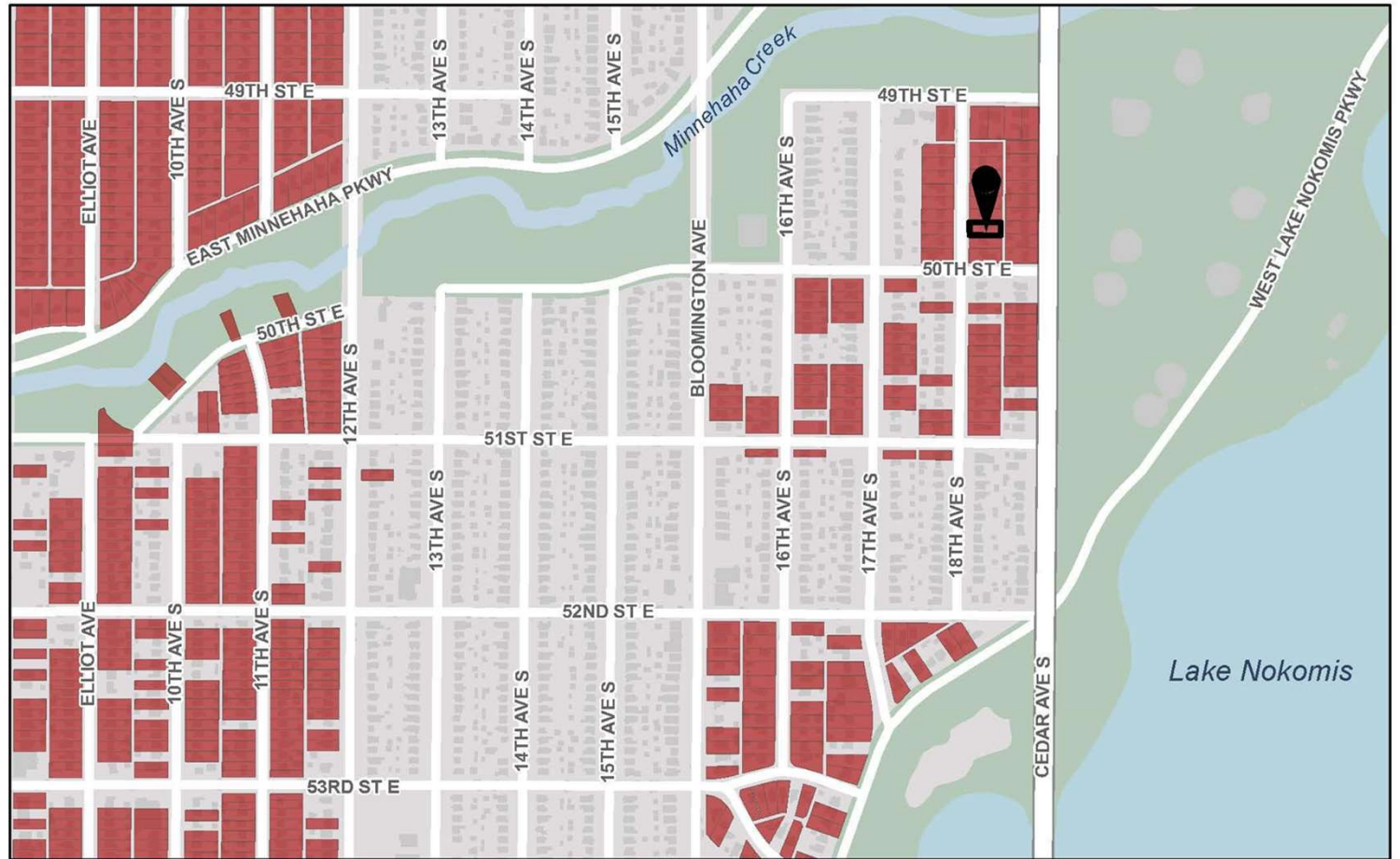




Delegard family home,
1942



Racial
covenants

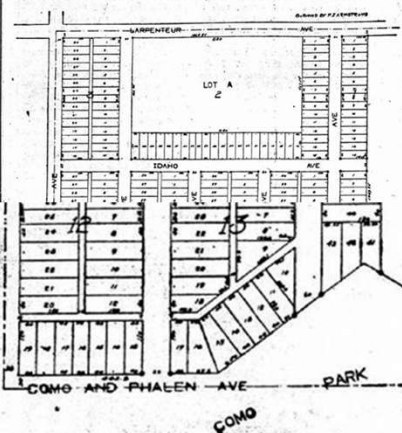


FRANKSON'S COMO PARK ADDITION

LIGGER I HJÄRTAT AF MIDWAY OCH TVILLINGSTÄDERNA

Där folkmängden ökas, där tomtvärderna hastigt stiga, och folkmassan ökas ofantligt fort. Flera nya böningshus byggs nu i denna addition, gatorna anläggs och elektriskt ljus insättes.

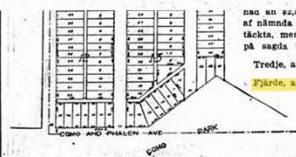
THOMAS FRANKSON HAR DONERAT GRUNDEN TILL BETHEL ACADEMY AND SWEDISH BAPTIST THEOLOGICAL SEMINARY som är uppbyggt och nu i fullständig verksamhet inom denna sköna residens Como Park Addition.



Tredje, att ingen fabrik, ingen hyreskasern eller butiksbyggnad skall uppföras på nämnda tomter

Fjärde, att ägaren ej kan sälja eller uthyra dessa fastigheter till en färgad person.

MED DENNA GARANTI MÅSTE PRISERNA FRÅN \$400 TILL \$800
FÖR EN TOMT VARA OFANTLIGT BILLIGT. JAG FÖRSÄKRAR
ATT NÄMNDNA BESTÄMMELSER SKOLA HÄLLAS VID KRAFT EN-
LIGT LAGENS FULLA BESTÄMMELSER.



Enkelt en \$2,000 till \$5,000, förutsatt att temporära hus kunna upprättas och konstrueras på bakgrunden af nämnda tomter, om dessa hus äro, hvad man kallar "sided" eller "drop-sided", målade och täckta, men inga träpapperbyggnader eller hvad man vanligtvis kallar "shacks" kunna uppföras på sagda tomter eller på någon del af dem.
 Tredje, att ingen fabrik, ingen hyreskasern eller butiksbyggnad skall uppföras på nämnda tomter
 Fjärde, att ägaren ej kan sälja eller uthyra dessa fastigheter till en färgad person.
 MED DENNA GARANTI MÅSTE PRISERNA FRÅN \$400 TILL \$800
 FÖR EN TOMT VARA OFANTLIGT BILLIGT. JAG FÖRSÄKRAR
 ATT NÄMNDNA BESTÄMMELSER SKOLA HÄLLAS VID KRAFT EN-
 LIGT LAGENS FULLA BESTÄMMELSER.

Kom också ihåg:

1. Det finnes blott en enda Midway.
2. Endast en spårvagnsavgift till endera staden.
3. Fri telefon till endera staden.
4. Att dessa tomter gränsa intill Como Park på Sidsidan, en af de vackraste parkerna i staten.
5. En half mil af Midway Parkway skärrut.
6. Att färgade personer ej få tillträda.
7. Att Midway i dag är i stigande fart.
8. Fullständiga köpebref. "Torrens title" kan nu lämnas.
9. Gör intet misstag: köp en tomt eller två i dag, då ni kan köpa dem så billigt som \$400.00.

OM NI EJ HAR PENGAR ATT BYGGA MED, SÅ SKALL JAG BYGGA FÖR ER, FÖR PRISER OCH PLANER SKRIF TILL MIG ELLER BESÖK MITT KONTOR.

Högskattingsfullt.

THOMAS FRANKSON

916 Andrus Bldg., MINNEAPOLIS, MINN. 320 Pioneer Bldg., ST. PAUL, MINN. Tel. N. W. Cedar 1484; T. S. 1484

Thomas Frankson är en pålitlig och sanningsenlig man. Denna tidsnings utgivare har köpt tomt intill Como Park Boulevard, i Franksons sköna och värdefulla tomtutläggningar.—Red.

THOMAS FRANKSON KAN OCKSÅ BEREDA TILLFÄLLEN FÖR VINSTGIFVANDE PENNINGEINSÄTTNINGAR, SKRIF TILL HONOM I DAG.

Kirsten at Delegard house

Summer 1972



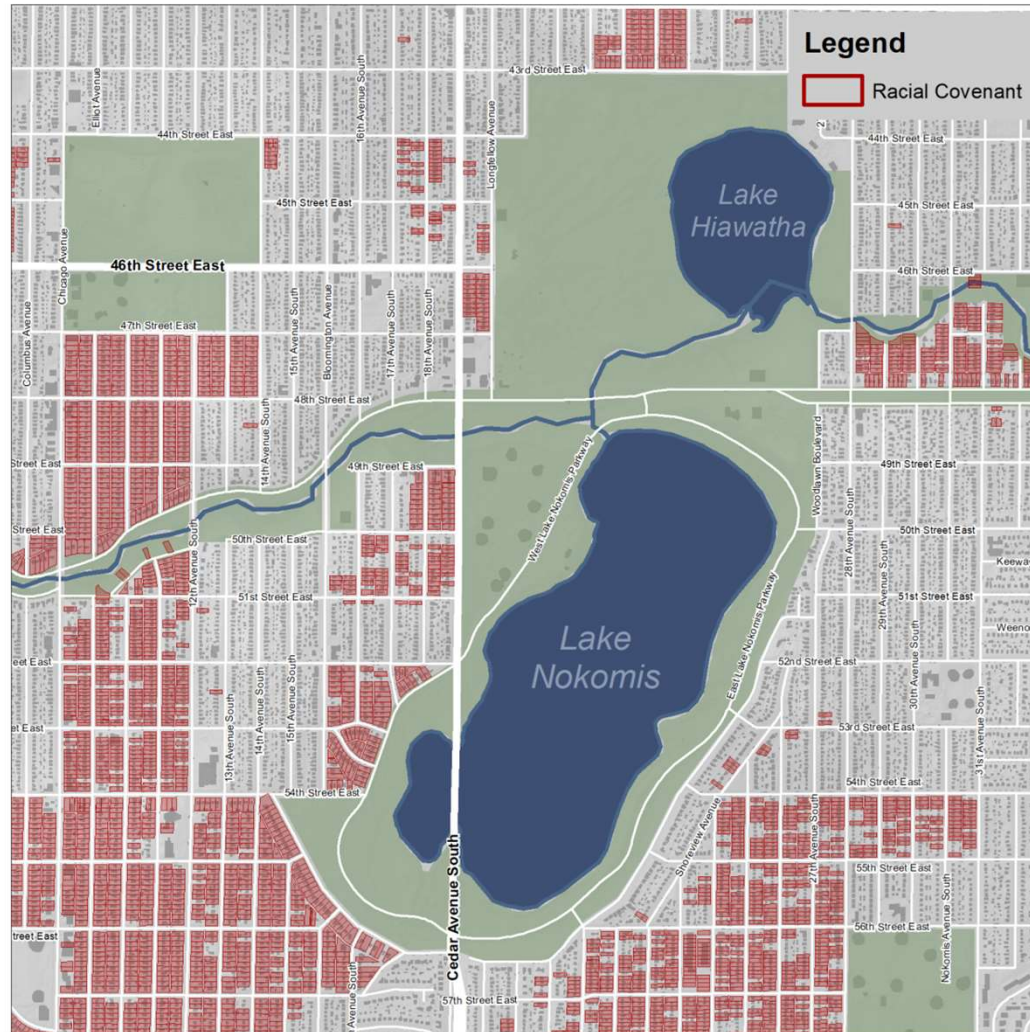
Lake Nokomis

January, 1941



Lake Nokomis, Minneapolis

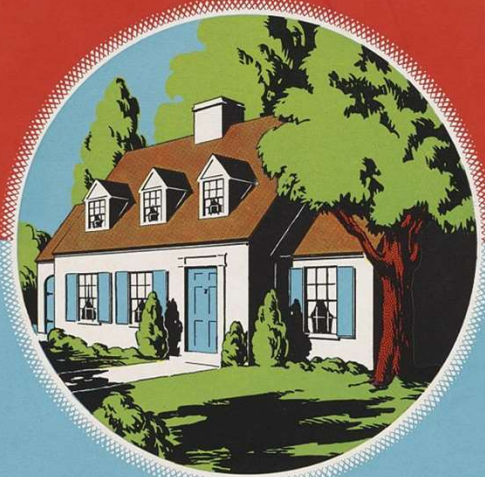
red = covenants



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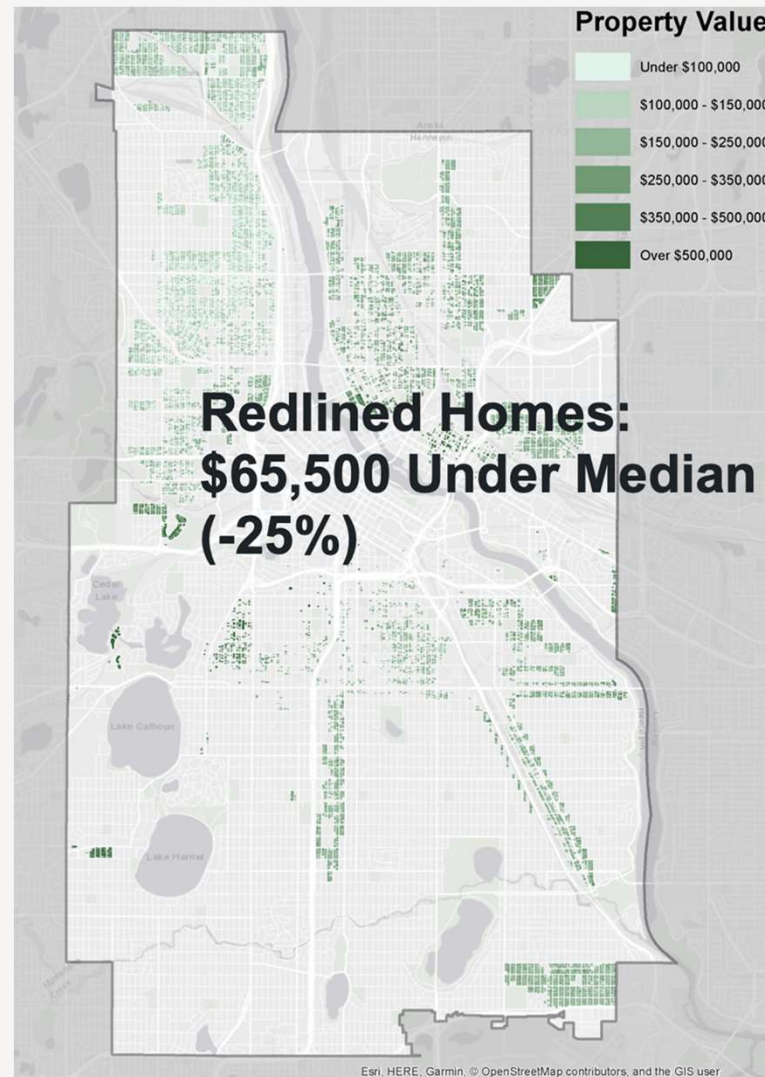
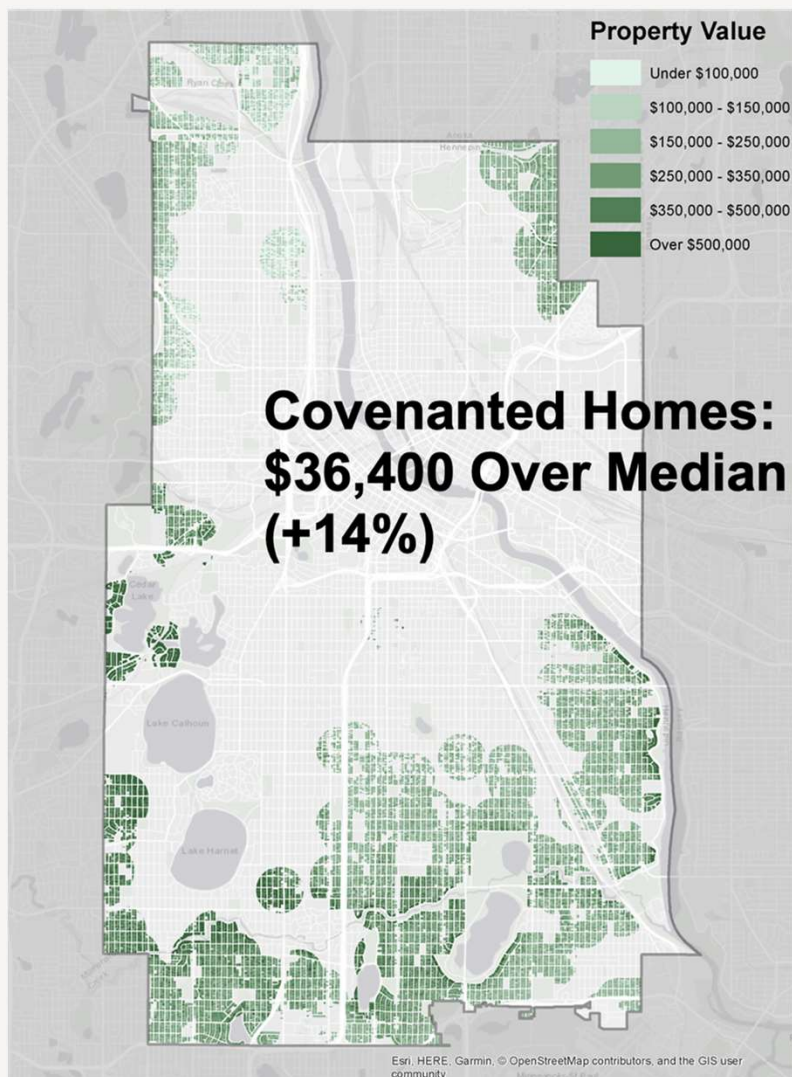


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FEDERAL HOUSING ADMINISTRATION

FHA Form No. 272

U. S. GOVERNMENT PRINTING OFFICE



538

Doc. No. 712111. Filed April 23 1914 at 12:35 o'clock P. M.

Henry B. Scott & Wf.
to
Wels A. Anderson

THIS INDENTURE, Made on the 25th day of May A. D. One Thousand Nine Hundred and ten (1910) by and between Henry B. Scott and Leonora C. Scott, his wife, by W. P. McFarland, her attorney in fact, of the City of Burlington, Iowa, parties of the first part, and Wels A. Anderson of the County of Hennepin in the State of Minnesota, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred Twenty-five and No/100ths (\$525.00) ¹⁰⁰ Dollars, to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, his heirs and assigns, the

VICES INC.

ON BUREAU

It is further mutually covenanted that the premises hereby conveyed shall not at any time be conveyed, mortgaged or leased to any person or persons of Chinese, Japanese, Moorish, Turkish, Negro, Mongolian or African blood or descent. Said restrictions and covenants shall run with the land and any breach of any or either thereof shall work a forfeiture of title, which may be enforced by re-entry.

WHICH MAY BE VOIDED BY THE PERSONS DEFEASOR OF HIS DEEDS OF HIS MORTGAGES; WHICH MAY BE VOIDED BY THE CONVEYANCE SHALL BE VOID.

It is further mutually covenanted that the premises hereby conveyed shall not at any time be conveyed, mortgaged or leased to any person or persons of Chinese, Japanese, Moorish, Turkish, Negro, Mongolian or African blood or descent. Said restrictions and covenants shall run with the land and any breach of any or either thereof shall work a forfeiture of title, which may be enforced by re-entry.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto in anywise appertaining, and the said Henry B. Scott, one of the parties of the first part does covenant with the said party of the second part his heirs and assigns, as follows: That they are lawfully seized of said premises in fee simple, and that they have good right and power to grant and convey the same; that the same are free from all incumbrances whatsoever except special installments of taxes, if any, levied, but not paid and that the said party of the second part his heirs and assigns, shall quietly enjoy and possess the same: and that the said parties of the first part will WARRANT AND DEFEND the title to the same against all lawful claims.

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

Signed, Sealed and Delivered
in Presence of
E. F. Hanbold
Edwin J. Smith

Henry B. Scott (Seal)
Leonora C. Scott (Seal)
by W. P. McFarland Atty in fact.

What *You* Can Do

- Help research restrictive covenants and racial violence in your community
- Tell friends and family what you have learned
- Be honest about your institution's role in historically racist practices
- Take guidance from the people living with the consequences of these policies
- Work to change policy and structures



Petition to Legalize Residential Segregation Squashed as City Planning Commission Raps Plan

Petition to Legalize Segregation Turned Down by Mill City Body

By Ben Peery

Efforts to make Southeast Minneapolis lily white met with scant consideration before the City Planning Commission Friday.

Presented to Herman Olson, City Engineer, about three weeks ago, a petition was referred to City Attorney Wiggin for comment.

The following was Mr. Wiggin's reply:

January 5, 1942.

Mr. Herman E. Olson,
City Planning Engineer,
Minneapolis, Minn.

Dear Sir:

We have at hand your communication of recent date enclosing petitions by property owners that the Planning Commission restrict the use of property in a certain district "so that no person or persons of other than the Caucasian Race may be permitted to occupy the (same)," and to further restrict the use of property in said district for a period of twenty years from October 1, 1941, to October 1, 1961. Your letter asks for our advice "as to what action the City Planning Commission should take with respect to it." We beg to advise as follows:

The petitions ask for action by the Planning Commission so that no person or persons of other than the Caucasian Race may

in the cases of *Harmon v. Tyler*, 273 U. S. 648, and *Richmond v. Deana*, 281 U. S. 704. See, also, 4th Ed., Decennial Digest, Constitutional Law, Sections 215 and 273 (1).

It therefore seems quite clear that any attempt by the city to restrict the uses of property in the manner requested by these petitions would be a violation of the Fourteenth Amendment to the Constitution of the United States.

Such restriction by deed is generally held not to be a violation of the federal constitution; see 4th Ed., Decennial Digest, Constitutional Law, Section 215.

I am returning your communication, with the petitions attached.

Yours very truly,

R. S. WIGGIN,

City Attorney.

The Petition bore approximately one hundred and fifty names, headed by one Harry Martin, 5444 27th Ave. So., Minneapolis.

When presented to the City Planning Commission at its regular meeting, Chairman Ray Ewald registered disgust that such a proceeding should ever come before the body, saying in part, "People should learn that there are only two groups that merit consideration, Americans, and their enemies. Will someone please move immediately to dispose of this thing?"

"It therefore seems quite clear that any attempt by the city to restrict the uses of property in the manner requested by these petitions would be a violation of the Fourteenth Amendment to the Constitution of the United States.

"Such restriction by deed is generally held not to be a violation of the federal constitution; see 4th Ed., Decennial Digest, Constitutional Law, Section 215.

"I am returning your communication, with the petitions attached.

"Yours very truly,

(Signed) R. S. WIGGIN
City Attorney"



WHAT?

Acknowledge the racist practices that established and perpetuate segregated housing. Be honest about the roles of our industries in this practice.

WHY?

Understand who has benefitted from racial covenants and how they continue to shape access to housing.

HOW?

Discharge racial covenants, educate communities and individuals, and invest in solutions that create equity.

WHO?

Real estate professionals, custodians of property records, attorneys, local policymakers, homeowners, and community changemakers.

Discharge, not destruction

DISCHARGE OF RESTRICTIVE COVENANT AFFECTING PROTECTED CLASSES

and the Minnesota Constitution;

(4) Minnesota Statutes, section 507.18, provides for the discharge of a restrictive covenant of the

(1) a restrictive covenant which had the intent to restrict the use, occupancy, ownership, or financing of this property based on a protected class, including race, color, creed, national origin, or religion, existed at one time related to the property described in this form;

(2) the restrictive covenant is contained in an instrument dated August 3, 1926, and recorded as Document Number 1370192 in the Office of the County Recorder of Hennepin, Minnesota

Santelices, spouses married to each other; 4123 Zane Avenue North, Robbinsdale, MN 55422.
The real property owned by owner(s) is located in Hennepin County, Minnesota, and is legally described as follows:


Kirsten Jennifer Hengstler Santelices


Bezaleel Laurent Felix Santelices

STATE OF MINNESOTA

(6) the filing of this form does not alter or change the duration or expiration of covenants, conditions, or restrictions under Minnesota Statutes, section 500.20.

The affiant(s) know(s) the matters herein stated are true and make(s) this affidavit for the purpose of documenting the discharge of the illegal and unenforceable restrictive covenants affecting protected classes.

FILE 444/043-11040



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